CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● APRIL 22, 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 Roy Johnson
c. Pledge of Allegiance

2. RECESS THE CC MTG & CONVENE AS THE CRA

3. CRA AGENDA ITEM

1. –2025-R-32 A Resolution of the Community Redevelopment Agency of the City of Holly Hill, Florida, Approving the Piggyback of FDOT Contract #BEG78 with Advanced Cabling Systems, Inc., Awarding the Purchase of the Services Provided for the Installation of Underground Utilities in the Amount of $50,139.05 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Beth Wrenn, Public Works)

4. ADJOURN AS THE CRA & RECONVENE THE CC MTG

5. PUBLIC COMMENTS

This is the time for the public to come forward with any comments they may have on any subject related to city business not listed on the Regular Agenda or under Public Hearings. Prior to commenting, individuals are asked to clearly state their name and city of residence for the record. Each individual shall be afforded no more than three (3) minutes to speak unless such time is extended by a majority vote of the City Commission. The City Clerk's Office is required to retain any documents, photographs, drawings, etc., that are shown to the City Commissioners. All comments shall be directed to the presiding officer.

6. APPROVAL OF MINUTES

1. Minutes - April 8, 2025 - Regular City Commission and First PH on CRA Plan Amendment Meeting

   (Requested by Valerie Manning, City Clerk)

7. CONSENT AGENDA - ITEMS (1 - 2)

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-33 A Resolution of the City of Holly Hill, Florida, Awarding a Change Order to Black Sands Development Group for the Golf Course Reclaimed Water Improvement Project at a Cost of $19,392.18 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Beth Wrenn, Public Works)

2. Resolution –2025-R-34 A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding a Contract with Verdego, LLC in the Amount of $234,055.69 to Provide Irrigation and Landscape Improvements at Sunrise Park North and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Josef Grusauskas, Public Works)

8. REGULAR AGENDA

1. Resolution –2025-R-35 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggyback of FDOT Contract #BEG78 with Advanced Cabling Systems, Inc., Awarding the Purchase of the Services Provided for the Installation of Underground Utilities in the Amount of $50,139.05 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Beth Wrenn, Public Works)

9. 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 will be heard first. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that members of the public keep their comments brief and try to limit these comments to information not previously discussed. Members of the public who wish to speak, should state their name and city of residence clearly for the record. Each individual shall be afforded no more than three (3) minutes to speak unless such time is extended by a majority vote of the City Commission. The City Clerk's office is required to retain any documents, photographs, drawings, etc., that are shown to the City Commissioners. 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-3084 SECOND READING - an Ordinance of City of Holly Hill, Florida, Adopting the Amended Holly Hill Community Redevelopment Plan; Providing for a Ten-Year Extension of the City of Holly Hill Community Redevelopment Agency's Operational Timeframe; Providing for a Ten-Year Extension of the City of Holly Hill Community Redevelopment Area Redevelopment Trust Fund; Providing for the County TIF Contribution Rates for the Holly Hill Redevelopment Trust Fund; Providing for Severability; Providing for Inclusion in the Holly Hill Code; and Providing for an Effective Date.

   (Requested by Valerie Manning, City Clerk)

2. 1540 Center Avenue Side Yard Setback Variance Request

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

10. COMMUNICATIONS

A. City Manager Comments
B. City Attorney Comments
C. Mayor's Comments
D. District City Commission Comments
E. Mayor's Conclusion Comments

11. ADJOURNMENT

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

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



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



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

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

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
CRA Resolution

MEETING DATE: **April 22, 2025**
FROM: **Beth Wrenn**
SUBJECT: **A Resolution of the Community Redevelopment Agency of the City of Holly Hill, Florida, Approving the Piggyback of FDOT Contract #BEG78 with Advanced Cabling Systems, Inc., Awarding the Purchase of the Services Provided for the Installation of Underground Utilities in the Amount of $50,139.05 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2025-R-32**
APPLICANT:
PLANNER:

DISCUSSION:

The City has elected to continue the utilities undergrounding on Ridgewood Avenue from Walker Street heading north to the city limits at Calle Grande Street. One of the utilities to be installed is Intelligent Transportation Systems, (ITS). ITS helps the progression of traffic along the Ridgewood Avenue corridor through signal communication through hardwire fiber optic. In the past the City placed conduit in this location during an installation of a water main. This conduit is currently unoccupied and will be used by this ITS. This review will determine the condition and prepare it for use for the ITS.

Staff would like to piggy back a contract FDOT has with Advanced Cabling Solutions, Inc., (ACS) due to FDOT's desire to avoid issues with unusable conduit as was experienced during the last phase. The FDOT contract with ACS is attached as **Exhibit A**.

Staff solicited a proposal from ACS to complete this service to account for the installation of the tone wire needed for the proofing and will be used for future locating and fiber optic conduit installation. ACS' proposal to complete this task at a cost of $50,139.05 is attached as **Exhibit B.**

Current City of Holly Hill Purchasing Manual

Policy 2.39 Other Government Entities' Contracts.

The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts is the be

utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

Section 2.39 of the City's Purchasing Policy is included under **Exhibit C**.

FISCAL ANALYSIS:

Staff has identified project # 22-ST-08 for the utilities undergrounding Phase III and will be funded by reserves in the CRA fund. This expenditures is GL #139-8110-580-6300. A budget amendment, "Attachment A" is attached.

STAFF RECOMMENDATION:

That the Community Redevelopment Agency of the City of Holly Hill approve the piggyback of FDOT Contract # BEG78 with Advanced Cabling Systems, award the purchase of the services provided at a cost of $50,139.05 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:

THE COMMUNITY REDEVELOPMENT AGENCY APPROVE THE PIGGY-BACK OF FDOT CONTRACT NUMBER BEG78 WITH ADVANCED CABLING SOLUTIONS, INC., AWARD THE PURCHASE OF SERVICES PROVIDED FOR THE INSTALLATION OF UNDERGROUND UTILITIES TO ADVANCED CABLING AT A COST OF $50,139.05 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Contract BEG78 Package (PDF)
- Exhibit B - ACS Proposal (PDF)
- Attachment A - BAR Advanced Cabling Systems.xlsx (PDF)

CRA Resolution No. 2025-32

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF FDOT CONTRACT #BEG78 WITH ADVANCED CABLING SYSTEMS, INC., AWARDING THE PURCHASE OF THE SERVICES PROVIDED FOR THE INSTALLATION OF UNDERGROUND UTILITIES IN THE AMOUNT OF $50,139.05 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF FDOT CONTRACT #BEG78 WITH ADVANCED CABLING SYSTEMS, INC., AWARDING THE PURCHASE OF THE SERVICES PROVIDED FOR THE INSTALLATION OF UNDERGROUND UTILITIES IN THE AMOUNT OF $50,139.05 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, The City has elected to continue utilities undergrounding to install Intelligent Transportation Systems; and

WHEREAS, The City placed conduit that is currently unoccupied in the Ridgewood Avenue corridor area desired for this project; and

WHEREAS, FDOT has a contract with Advanced Cabling Solutions, Inc.; and

WHEREAS, Staff solicited a proposal from Advanced Cabling Solutions, Inc.; and

WHEREAS, Staff recommends approval of the piggyback of the contract with Advanced Cabling Solutions, Inc., and award the purchase of utilities undergrounding installation in the amount of $50,139.05.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the Community Redevelopment Agency of the City of Holly Hill approve the piggyback of the FDOT contract with Advanced Cabling Solutions, Inc., award the utilities undergrounding installation with Advanced Cabling Solutions, Inc., 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 22nd day of APRIL, 2025.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STANDARD WRITTEN AGREEMENT

Agreement No. BEG78
Financial Project I.D. 245316-1-72-19
F.E.I.D. No.: F59-3511800002
Appropriation Bill Number(s)/Line Item Number(s) for 1st year of contract, pursuant to s. 216.313, F.S.: _____
(required for contracts in excess of $5 million)
Procurement No.: DOT-RFP-24-5004-ITS
DMS Catalog Class No.: 81102201, 73152108

BY THIS AGREEMENT, made and entered into on 02/12/2024 | 11:49 AM EST by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and Advanced Cabling Solutions, Inc. , of 201 Reece Way, Suite 1431, Casselberry, Florida 32707 duly authorized to conduct business in the State of Florida, hereinafter called “Vendor,” hereby agree as follows:

1. SERVICES AND PERFORMANCE

A. In connection with District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District Five , the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.

B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).

C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall b the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.

D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.

E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.

F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Attachment: Exhibit A - Contract BEG78 Package (2025-R-32 : CRA Utilities Undergrounding for ITS Phase III)

Reference herein to the Director shall mean the
Director of Transportation Operations

2. TERM

A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or 5 years from date of contract execution, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

☑ Services shall commence upon receipt of an executed Task Work Order and shall be completed by end date identified on the Task Work Order or date of termination, whichever occurs first.

☐ Services shall commence upon written notice from the Department's Contract Manager and shall be completed by _____ or date of termination, whichever occurs first.

☐ Other: See Exhibit "A"

B. RENEWALS (Select appropriate box):

☐ This Agreement may not be renewed.

☑ This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Projec Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requeste extension.

3. COMPENSATION AND PAYMENT

A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor will bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the

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funds retained will be forfeited at the end of the agreement period.

B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted on the Department's Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, F.S and the most current version of the Disbursement Handbook for Employees and Managers.

E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering reprocurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850)413-5516.

I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.

J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any

Attachment: Exhibit A - Contract BEG78 Package (2025-R-32 : CRA Utilities Undergrounding for ITS Phase III)

such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

K. For any contract for services with a non-profit organization as defined in s. 215.97(2)(m), Florida Statutes, the Vendor shall provide documentation to indicate the amount of state funds:

(1) Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Vendor.

(2) Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Vendor. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to s. 215.985, Florida Statutes, and must additionally be posted to the Vendor's website, if the Vendor is a non-profit organization and maintains a website. The Vendor shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

4. INDEMNITY AND PAYMENT FOR CLAIMS

A. INDEMNITY: To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

PAYMENT FOR CLAIMS: The Vendor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

B. LIABILITY INSURANCE. (Select and complete as appropriate):

☐ No general liability insurance is required.

☑ The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least $200,000.00 per person and $300,000.00 each occurrence, and property damage insurance of at least $200,000.00 each occurrence, for the services to be rendered in accordance with this Agreement

☐ The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of $_____.

C. WORKERS' COMPENSATION. The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

Attachment: Exhibit A - Contract BEG78 Package (2025-R-32 : CRA Utilities Undergrounding for ITS Phase III)

D. PERFORMANCE AND PAYMENT BOND. (Select as appropriate):

☑ No Bond is required.

☐ Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

E. CERTIFICATION.

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

A. The Vendor shall comply with Chapter 119, Florida Statutes. Specifically, the Vendor shall:

(1) Keep and maintain public records required by the Department to perform the service.

(2) Upon request from the Department's custodian of public records, provide the Department 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 Chapter 119, Florida Statutes, 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 Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Department.

(4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

Attachment: Exhibit A - Contract BEG78 Package (2025-R-32 : CRA Utilities Undergrounding for ITS Phase III)

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IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 5

386-943-5000
D5prcustodian@dot.state.fl.us
Florida Department of Transportation
District 5 - Office of General Counsel
719 South Woodland Boulevard
Deland, FL 32720

B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.

C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:

(1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.

(2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.

(3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.

E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a pa of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

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F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.

H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at http://www.dot.state.fl.us/procurement/index.shtm, incorporated herein by reference and made a part of this Agreement.

J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.

L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the Department in whole or in part at any time the interest of th Department requires such termination. The Department reserves the right to terminate or cancel thi Agreement in the event an assignment be made for the benefit of creditors.

B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.

C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.

E. A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

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Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of $1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes. If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

7. ASSIGNMENT AND SUBCONTRACTS

A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.

B. Select the appropriate box:

☑ The following provision is not applicable to this Agreement:

☐ The following provision is hereby incorporated in and made a part of this Agreement:

☐ It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

RESPECT
2475 Apalachee Pkwy
Tallahassee, Florida 32301-4946
Phone: (850)487-1471

☐ The following provision is hereby incorporated in and made a part of this Agreement:
It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 - 28th Street, North
St. Petersburg, FL 33716-1826 (800)643-8459

☐ This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

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A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.

B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.

D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.

G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.

H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.

I. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.

J. Vendor/Contractor:

1. 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 Vendor/Contractor during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to

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verify the employment eligibility of all new employees hired by the subcontractor during the contrac term; and

3. shall adhere to requirements in section 448.095, Florida Statutes.

K. Time is of the essence as to each and every obligation under this Agreement.

L. The following attachments are incorporated and made a part of this agreement:
Exhibit "A" Scope of Services
Exhibit "B" Method of Compensation
Exhibit "C" Bid Price Proposal
Appendix I
PUR 1000 and 1001

M. Other Provisions:

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

Advanced Cabling Solutions, Inc.
Name of Vendor

DocuSigned by:
BY: R. David Muniz
Authorized Signature

R. David Muniz
(Print/Type)

Title: Secretary/Treasurer

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
BY: Charles M. Heffinger, Jr., P.E.
Authorized Signature

Charles M. Heffinger, Jr., P.E.
(Print/Type)

Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

DS JF

APPROVED:
DocuSigned by:
Michelle Sloan
Procurement Office

LEGAL REVIEW
DocuSigned by:
Ryan Maglio

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October 20, 2023
PREPARED BY: Lorena Cucek
Jeremy Dilmore, P.E.

CONTRACT NUMBER: BEG78

District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District Five

RFP-DOT-24-5004-ITS

FINANCIAL PROJECT ID: 245316-1-72-19

Exhibit "A"

Scope of Services

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1 OBJECTIVE

The Florida Department of Transportation District Five Intelligent Transportation Systems (ITS) Section, hereafter known as the DEPARTMENT, requires maintenance services by an ITS Device Maintenance firm, hereafter known as the VENDOR, for ITS devices and infrastructure hereafter known as the SYSTEM, located in the counties of Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia. This SYSTEM consists of, but is not limited to, the following:

- Traffic control signal and ITS device grounding and surge suppression,
- Conduit,
- Communications cable,
- Pull, splice, and junction boxes,
- Electrical power service assemblies,
- Pre-stressed concrete and steel poles,
- Vehicular signal assemblies,
- Vehicle detection systems (VDS),
- Traffic controller assemblies,
- Adaptive Signal Control Equipment
- Visibility Sensors
- Bluetooth Devices
- Equipment cabinets,
- Ramp metering assemblies,
- Video equipment including closed-circuit television (CCTV) cameras, video encoders/decoders, and video wall components,
- Network devices including aggregation/distribution, edge switches, terminal servers, Ethernet extenders, and media converters,
- Highway signing, including dynamic message signs (DMS) and electronic display signs as well as portable and arterial signs and their supports including structures,
- Camera lowering systems,
- Road weather information systems (RWIS),
- Wireless communication devices,
- Portable and permanent emergency power generators,
- Uninterruptable power supplies (UPS),
- Communications hubs and equipment shelters,
- Ancillary facilities (i.e., SunGuide®/data servers and workstations),
- Environmental conditioning equipment, and

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- Hardware, software, and firmware related to ITS equipment and other traffic control devices.
- Roadside Units
- Wrong Way Driving Countermeasures System (WWD)

The SYSTEM described in this Scope of Services (SOS) shall cover all existing and future ITS elements within the geographic coverage area and term defined in this agreement, hereafter known as the CONTRACT.

1.1 Item Additions and Deletions

During the Contract period and any renewal periods, the DEPARTMENT shall have the right to add or delete Items (services and/or commodities) to or from this agreement by adding them to or removing them from this Contract. Any new Items added shall be at the requirements, specifications, terms, and conditions stated herein or as later stipulated by the DEPARTMENT, and at mutually agreed pricing accepted, in writing, by both the VENDOR and the DEPARTMENT. Items may be removed at the sole discretion of the DEPARTMENT, per the requirements, terms, and conditions herein and/or as permitted by Florida Statutes or Florida Administrative Code.

Due to the changing dynamics within any ITS, the VENDOR will be able, upon written authorization by the DEPARTMENT'S Project Manager and upon supplemental agreement to the CONTRACT as to compensation and time, to perform additional services pertaining to the support and/or maintenance of the ITS field devices and infrastructure not otherwise identified in this CONTRACT as may be required by the DEPARTMENT.

2 KEY TO ACRONYMS AND ABBREVIATIONS

APL – Approved Products List
CADD – Computer-Aided Design and Drafting
CCTV – Closed-Circuit television
DMS – Dynamic Message Signs
FDLE – Florida Department of Law Enforcement
FOC – Fiber Optic Cable
HAR – Highway Advisory Radio
ITS – Intelligent Transportation Systems
ITSFM – ITS Facility Management
MIMS - Maintenance Inventory and Management System
MOT – Maintenance of Traffic
MMU – Malfunction Management Unit
MVDS – Microwave Vehicular Detection System
NJUNS – National Joint Utilities Notification System
NMS – Network Monitoring System
NTP – Notice to Proceed
OEM – Original Equipment Manufacturer

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OSHA – Occupational Safety and Health Administration
OTDR – Optical Time Domain Reflectometer
PM – Preventive Maintenance
RMA – Return Material/Merchandise Authorization
RSU – Road Side Unit
RTMC – Regional Transportation Management Center
RWIS – Road Weather Information System
SLERS – State Law Enforcement Radio System
SOP – Standard Operating Procedure
SOS – Scope of Services
SUE – Subsurface Utility Engineering
TMC – Transportation Management Center
TWO – Task Work Order
UPS – Uninterruptable power supplies
US – United States
VDS – Vehicle Detection System
WWD - Wrong Way Driving Countermeasures System

3 USE OF APPROVED PRODUCTS

The VENDOR shall follow the DEPARTMENT'S latest *Standard Specifications for Road and Bridge Construction*. The VENDOR shall review the DEPARTMENT'S *Approved Product List* (*APL*) for devices required as part of the work and must utilize approved products. Here is a link to that list:
https://fdotwp1.dot.state.fl.us/ApprovedProductList/Specifications

4 SERVICES TO BE PROVIDED

4.1 Overview of Maintenance Services Required

The objective of services required under this CONTRACT is to ensure continuous (24 hours a day, 7 days a week, year-round) system operation and functionality of all components of the SYSTEM and provide locate services for all ITS equipment. The DEPARTMENT will assign a Project Manager/Contract Manager responsible for oversight of this CONTRACT and assignment of tasks to the VENDOR. References to the DEPARTMENT or the DEPARTMENT'S Project Manager within this scope include the DEPARMENT'S Project Manager or designees.

The VENDOR will be evaluated periodically based on system uptime. The VENDOR will be required to perform new device and infrastructure installations as needed and as requested by the DEPARTMENT; all SYSTEM support, including but not limited to scheduled, periodic, and routine maintenance; and failed or destroyed component replacement. All services shall be performed on a Task Work Order (TWO) system as directed by the DEPARTMENT'S Project Manager.

The VENDOR shall be on-call on a 24x7x365 basis for the duration of the CONTRACT to respond to emergency repair and/or replacement work, including but not limited to

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hurricane watches and warnings. If a State of Emergency is declared by the Governor of Florida, the VENDOR may be called upon to provide repair and replacement services associated with disaster recovery. The VENDOR shall provide the DEPARTMENT'S Project Manager with a list of telephone numbers that will be answered at all times by the VENDOR'S personnel. The VENDOR shall maintain staffing levels required by this SOS at all times to ensure services required by the SOS under this CONTRACT are met.

Throughout the term of this CONTRACT, the DEPARTMENT'S Project Manager will conduct reviews of the VENDOR'S work and daily operations. The VENDOR shall cooperate and assist the DEPARTMENT'S Project Manager throughout the review process.

4.1.1 Applicable Specifications and Standards

All work shall be prepared using English units in accordance with the latest editions of standards and requirements utilized by the DEPARTMENT, which include, but are not limited to, publications such as:

- 29 Code of Federal Regulations (CFR), Part 1910.1101 – Asbestos Standard for Industry, U.S. Occupational Safety and Health Administration (OSHA)
- 29 CFR, Part 1926, 1101 – Asbestos Standard for Construction, OSHA
- 40 CFR, Part 61, Subpart M - National Emission Standard for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA)
- 40 CFR, Part 763, Subpart E – Asbestos-Containing Materials in Schools, EPA
- 40 CFR, Part 763, Subpart G – Asbestos Worker Protection, EPA
- Americans with Disabilities Act Accessibility Guidelines
- CADD (Computer-Aided Design and Drafting) Manual
- CADD Production Criteria Handbook
- Ch. 469, F.S. – Asbestos Abatement, Florida Department of Business and Professional Regulation
- Ch. 62257, Florida Administrative Code – Asbestos Program, Florida Department of Environmental Protection
- Code of Federal Regulations
- Florida Administrative Codes
- Florida Department of Business & Professional Regulations Rules
- Florida Department of Environmental Protection Rules
- Florida Department of Transportation Basis of Estimates Manual
- Florida Department of Transportation Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System
- Florida Department of Transportation Instructions for Structures Related Design Standards
- Florida Department of Transportation Materials Manual
- Florida Department of Transportation Plans Preparation Manual
- Florida Department of Transportation Standard Specifications for Road and Bridge Construction

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- Florida Department of Transportation Standard Plans for Road and Bridge Construction
- Florida Statutes
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Manual on Uniform Traffic Control Devices, Federal Highway Administration
- Standard Highway Signs Manual, Federal Highway Administration
- Florida Department of Transportation Traffic Engineering Manual
- National Electrical Safety Code
- National Electrical Code
- Florida Department of Transportation Structures Manual
- Florida Department of Transportation Structures Design Office Temporary Design Bulletins (available on Florida Department of Transportation Structures web site only)
- Florida Department of Transportation Preferred Details (available on Florida Department of Transportation Structures web site only)

4.1.2 Scheduled Maintenance Services

Coordinate the frequency of standard scheduled maintenance services with the DEPARTMENT'S Project Manager. It shall be the VENDOR'S responsibility to respond to maintenance requests according to the priority assigned by the DEPARTMENT'S Project Manager. The definitions below shall be a baseline for this CONTRACT. At the discretion of the DEPARTMENT, the VENDOR may be dispatched to any work priority deemed appropriate by the DEPARTMENT.

4.1.2.1 Scheduled Preventive Maintenance Services

Typical scheduled preventive maintenance (PM) includes system inspection and other activities recommended by equipment manufacturers to be performed at periodic intervals. During the term of the CONTRACT, the VENDOR will perform scheduled, periodic preventive maintenance based upon manufacturer recommendations and as general services are authorized by the DEPARTMENT'S Project Manager. At a minimum, the VENDOR shall be responsible for performing adequate preventive maintenance services as per manufacturer's recommendation and to ensure that the manufacturer warranties remain valid. If periodic maintenance intervals and activities are not specified by the equipment manufacturer, the VENDOR will develop periodic maintenance intervals and activities for approval by the Department's Project Manager. Scheduled preventive maintenance also includes periodic inspections and cleaning as well as documentation of these actions. The Preventive Maintenance Plan (official deliverable) developed by the VENDOR shall include detailed preventive maintenance procedures along with checklists of the preventive maintenance tasks to be performed for all ITS devices deployed in the District. The plan shall include an annual time schedule of all preventive maintenance activities scheduled and periodic interval of each activity for each device. At a minimum, if not specified by the manufacturer, preventive maintenance shall be done on all assets deployed in the field at least every 6 months. The DEPARTMENT will work with the VENDOR as necessary to develop preventive

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maintenance checklists to ensure that consistent, comprehensive maintenance activities are executed correctly and documented. The VENDOR shall utilize the DEPARTMENT's Maintenance Inventory and Management System (MIMS) Software to document and schedule preventive maintenance tasks. The VENDOR shall take pictures before and after each Preventive Maintenance visit and attach the pictures to the MIMS ticket. Each picture shall be clear and in focus and shall include a timestamp showing the date and time when the picture was taken.

Scheduled preventive maintenance may include, but is not limited to:

1. General cleaning and dust removal from equipment, cabinets, and enclosures, including air filter replacement as well as general operational checks such as operational checks of fans and other system components.
2. Cleaning of CCTV camera housing, re-pressurization (if applicable), and video feed quality verification.
3. Checking door locks (Cyber Keys if equipped), entry detection sensors, lubricating locks and other mechanisms.
4. Visually inspecting devices, cabinets, and enclosure exteriors, and checking for corrosion, punctures, graffiti, and vandalism.
5. Ensuring that cabinet labels and other equipment identification is affixed properly to equipment and clearly visible.
6. Visually inspecting equipment status light-emitting diodes, light fixtures, light bulbs and wiring.
7. Physical testing and inspection of grounding system (record findings in MIMS), surge protective devices, connections, and cable assemblies.
8. Inspecting UPS functionality by simulating power failure at a disconnect, inspecting UPS batteries for corrosion and/or swelling and battery replacement when necessary.
9. Cleaning and removal of debris.
10. Pest control (ant, wasp, spider, etc.), including placement of barriers to prevent rodent entry.
11. Ensuring that cabinet documentation is available within the cabinet, such as in a clear document holder or within a document drawer, and that it provides comprehensive and accurate information, including wiring diagrams, service log, and other equipment information.
12. Providing weed and grass control around devices and technician pads and minor tree removal/trimming (less than 4-inch diameter) as necessary.
13. Performing generator inspection (including fluids) testing and checking fuel level.
14. Cleaning solar panels and batteries.
15. Checking antennas and mounting hardware for structural integrity and alignment; and
16. Adjusting and calibrating vehicle detection systems, including, but not limited to:
    a. Inductive loop detection systems

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b. Microwave vehicle detection systems
c. Video vehicle detections systems
d. Wireless magnetometer detection systems
e. Automatic vehicle identification systems

4.1.2.1.1 *Device Site Deficiencies*

In the event that the VENDOR encounters minor and/or major device deficiencies while performing preventive maintenance services as outlined above, the Vendor shall correct such deficiencies during the preventive maintenance site visit whenever possible. Field technicians shall take all essential parts, and tools necessary to perform the preventive maintenance, and repair any minor deficiencies observed at the site.

The DEPARTMENT considers minor deficiencies to be items such as, but not limited to, an unplugged device cable, tripped circuit breaker, or loose connector. The DEPARTMENT considers major deficiencies to be items such as, but not limited to, a non-functional device site with damaged equipment, components exposed to weather, exposed power cabling, or items constituting a safety hazard. The VENDOR shall immediately contact the DEPARTMENT'S Project Manager to report major deficiencies.

4.1.2.1.2 Compensation for Preventive Maintenance Services

The Department shall compensate the VENDOR based on a lump sum per each cost at the amounts established under Exhibit "C", Contract Price Proposal. The lump sum item is for each cabinet location and any associated device. Associated devices include subcabinets for remote MVDS, DMS, and remote CCTV. A site generally will have a switch that is routing, while a subcabinet will be communicating back to the router at the cabinet. This cost shall be paid for under pay item A301-9

4.1.2.2 Other Maintenance Services

4.1.2.2.1 Medium/Large Tree Trimming

Routine tree trimming of Medium/Large Trees (greater than 4-inch diameter) shall be anticipated by the VENDOR around all the existing ITS deployments to restore proper functionality and access to the devices. The VENDOR shall investigate current conditions on the Interstates to determine typical tree heights in the field and be able to provide all equipment necessary to perform this work. The VENDOR is responsible for the proper cleanup and disposal of all trimmings and shall leave the area in original or better than original trimming conditions. For CCTV's, the DEPARTMENT will identify locations that need to be addressed prior to the VENDOR being dispatched to the sites. The VENDOR shall coordinate with the DEPARTMENT during tree trimming operations to verify that clear lines of site have been established prior to leaving the site. For all other ITS devices the VENDOR shall coordinate with the DEPARTMENT to verify site operations of the devices have been restored to original or better than original

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installation conditions. The Department shall compensate the VENDOR based on a per tree unit cost at the amounts established under Exhibit "C", Contract Price Proposal.

4.1.2.2.2 Wrong Way Driving Countermeasures System (WWD)

The Department has deployed Wrong Way Driving Detection Systems Districtwide as a countermeasure to help notify, and to try to eliminate, when drivers are going the wrong direction on the roadways. There have been multiple manufacturers for the WWD systems deployed and the VENDOR shall be able to maintain all of them. The key components are "Wrong Way" signs with rapid flash beacons on each one or with embedded LEDs within the sign panels. The first pair of signs contains a controller cabinet and attached incoming and outgoing detectors with wide angle cameras that can detect wrong way traffic, set off the beacons and send alerts and photos to the Regional Traffic Management Center (RTMC) within 12 seconds or less. This system also includes a UPS backup system that is network managed. Two additional "Wrong Way" signs with two rectangular rapid flashing beacons per sign and one confirmation camera are located approximately 500 feet upstream activated by the primary WWD detection. In addition to the Ramp Detection system, the Department has deployed Mainline Wrong Way Detection Systems throughout the District. This system consists of one incoming thermal detection camera which is mounted on a sign structure over the detection lanes. The camera communicates through ethernet connection back to the remote WWD cabinet located at the structure. This cabinet uses a Cellular Modem to transmit the WWD alert back to the RTMC.

4.1.2.2.3 Wrong Way Driving Repairs

The Contractor shall be responsible for providing emergency and non-emergency response repairs on all components of the WWD system including but not limited to the following:

- *Main Local Hub Cabinet housing WWD equipment*
- *Main control cabinet and all internal components.*
- *Primary and Secondary WWD Signs and Poles.*
- *Secondary equipment cabinet and all internal components*
- *Rapid Flashing Beacons*
- *Embedded LED WWD Signs*
- *Incoming and Outgoing Verification Cameras*
- *Overview Verification Cameras* • *Incoming Detectors (Radar, Laser, Thermal)*
- *Outgoing Detectors (Radar, Laser, Thermal)*

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- *Wireless Transmitters*

- *All power and communications infrastructure and cabling.*

4.1.2.2.4 Daytime Wrong Way Driving System Annual Preventative Maintenance

Daytime Preventive maintenance for the Wrong Way Driving System and all associated pole mounted Nema enclosures and signs shall be performed on an annual basis and include but not limited to the following tasks:

- *Inspect the condition of the Wrong Way signs and verify reflectivity of the sign panels.*

- *Clean inside of all Cabinets (Main and Auxiliary Nema enclosures).*

- *Perform Mechanical checks as shown on the Maintenance Plan.*

- *Measure and record line AC and DC voltages.*

- *Validate incoming detection radar, laser or thermal outputs are functioning via the vendor software.*

- *Validate Detection of Right-Way traffic on incoming radar, laser, or thermal detector.*

- *Validate outgoing radar, laser or thermal outputs are functioning via the vendor software.*

- *Validate detection of Right-Way traffic on outgoing radar, laser, or thermal detector.*

- *Test camera detection and overall functionality by simulating Wrong Way vehicles. Includes incoming, outgoing and overview camera image processing.*

- *Perform sign activation Push-button test to verify functionality of signs.*

- *Perform Wrong Way Push-button test to verify Wrong Way alerting in Blinklink (or applicable alternative).*

- *See Manufacturer recommendations for comprehensive list of daytime preventative maintenance tasks to be performed.*

The VENDOR shall not include any costs associated for detours/closures in the daytime preventative maintenance pay item. The Department shall compensate the VENDOR based on a per site unit cost at the amounts established under Exhibit “C”, Contract Price Proposal.

4.1.2.2.5 Nighttime Wrong Way Driving System Annual Preventative Maintenance

Nighttime Preventative Maintenance shall require the ramps to be closed during testing of the system and shall be done based on the Manufacturer’s recommendations or as

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required by the Department. Testing shall occur during non-peak hours only. Nighttime PM's will consist of testing the system to simulate a Wrong Way driving event by closing the ramps and driving vehicles in the wrong way direction. A small, medium, and large vehicle shall be provided by the contractor to test and document the results. The contractor shall make any adjustments/modifications necessary in order to pass the testing and verify a fully functioning Wrong Way Driving system. See Manufacturer's Recommendations for the Wrong Way Driving Preventative Maintenance test plan and checklist to identify the testing and work to be performed during the nighttime preventative maintenance. Results of the daytime annual preventative maintenance may necessitate additional nighttime preventative maintenance activities on a site-by-site basis. The VENDOR shall not include any costs associated for detours/closures in the daytime preventative maintenance pay item. The Department shall compensate the VENDOR based on a per site unit cost at the amounts established under Exhibit "C", Contract Price Proposal.

4.1.2.3 Non-Scheduled Maintenance and Repairs

Non scheduled maintenance includes reactive maintenance, replacements, and diagnostic work necessary to correct deficiencies and keep the SYSTEM operational. This work is not scheduled, but is often generated by failures caused by acts of God, construction, or accidents. Non scheduled maintenance may include, but is not limited to:

1. Field repair or replacement of ancillary parts or equipment for any ITS device;

2. Resetting DMSs;

3. Resetting and focusing CCTV lenses;

4. Resetting VDS controllers;

5. Configuring or repairing the communications network, including switches and terminal servers;

6. Configuring or repairing CCTV video transmission equipment, including encoders and decoders;

7. Testing fiber optic cable (FOC) for optical budget requirements; and 8. Repairing damage caused by vandalism or accidents.

If the cause of a failure is unknown, the DEPARTMENT may have the VENDOR perform diagnostic work as required to determine the cause of the failure.

4.1.3 Diagnostics and Troubleshooting Services

The VENDOR will be required to provide diagnostic and troubleshooting services when equipment is inoperable and field troubleshooting is needed to identify the problem. When possible, the VENDOR shall perform minor repairs following diagnosis. The VENDOR must document troubleshooting and repair activities and services performed at

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the site. The VENDOR shall only be allowed to bill a maximum number of hours established during the authorization of work for the troubleshooting of any device site under this Contract. This does not include travel time to the device site. Travel time is incidental. The VENDOR will not receive any additional compensation for travel time. Exceeding this time criteria may be granted for unusual circumstances but requires justification from the VENDOR and authorization from the DEPARTMENT. Major repairs require approval by the DEPARTMENT'S Project Manager before additional service can be performed.

If the VENDOR detects a device that exhibits frequent failures or requires an on/off/on power cycle in order to maintain operation, it shall be the responsibility of the VENDOR to notify the DEPARTMENT, contact the equipment manufacturer, and recommend corrective action to the DEPARTMENT. It is the responsibility of the VENDOR to service equipment and restore SYSTEM components to a 100 percent functional status and ensure all devices are online. The VENDOR is responsible for all troubleshooting and repair of SYSTEM devices. The DEPARTMENT Project Manager may provide DEPARTMENT staff and resources to assist the VENDOR with troubleshooting and repair.

Should a particular device continue to fail, and the issue cannot be resolved by repair or replacement, the DEPARTMENT, at its sole discretion, may remove the device from the VENDOR'S responsibility.

The VENDOR, through diagnostic service, shall investigate the cause for the failure of equipment and determine if the failure is related to a storm event, materials or workmanship, supplied power, leased communications, electrical and/or mechanical components, hardware or software, or other failures. The diagnostic results shall define the type of repair needed to restore the device(s) to 100 percent functional status. The VENDOR shall investigate whether or not failures are covered under existing equipment warranties. If the diagnosis indicates the need for repairs or parts replacement, the VENDOR shall follow the procedures established between the VENDOR and the DEPARTMENT's Project Manager under this CONTRACT.

4.1.4 Repair Services

Repairs and/or parts replacement will be covered under TWOs. The VENDOR shall submit written request(s) to the DEPARTMENT'S Project Manager for approval of any additional labor usage and expenditures that are not covered under a TWO. Descriptions of additional labor, materials, and equipment shall be included as part of a work request as well as a justification for the work. Repairs that require expertise and/or specialized equipment of the manufacturer shall be considered original equipment manufacturer (OEM) repairs. OEM repairs are those specialized repairs that cannot be made by the VENDOR and must be made by a manufacturer or VENDOR of the equipment/component. On an as-needed basis, the VENDOR shall notify the DEPARTMENT'S Project Manager of OEM repairs necessary for the continued safe and efficient operation of the SYSTEM. The DEPARTMENT'S Project Manager will review the proposed OEM repair(s), and approval shall be required in order to proceed with the

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repair. If a device manufacturer is no longer producing, selling, or repairing a specific device, the VENDOR shall research, price, and present an alternate product to the DEPARTMENTs Project Manager.

The VENDOR is required to assure the DEPARTMENT that warranties are not voided by VENDOR repair services or other actions of the VENDOR at any point during the contract. If a device warranty expires, the VENDOR shall notify the DEPARTMENT Project Manager for the option to renew and/or replace the device if the unit is non-operational.

4.1.4.1 Field Site Repair

The VENDOR shall have the necessary equipment and personnel capable of maintaining and repairing the field equipment and infrastructure deployed throughout the geographic coverage area within DEPARTMENT District boundaries. This includes a variety of devices and communications infrastructure. Field site repair includes, but is not limited to, device replacement, electrical service work and repair, optical fiber cable splicing and troubleshooting, optical time domain reflectometer (OTDR) testing (both long and short range), fiber enclosure/fiber distribution panel installations, and terminations. The VENDOR shall have the capability to install both open trench and directional bored conduit for new installation and replacement of damaged conduit. It shall be the responsibility of the VENDOR to perform all subsurface utility engineering (SUE) and obtain any permits required by the DEPARTMENT before the VENDOR commences any work. After completion of device and/or communications infrastructure work by the VENDOR, a report shall be presented to the DEPARTMENT for record keeping of changes made to the fiber communication infrastructure and other components of the SYSTEM. No fiber related work shall be started by the VENDOR without written authorization and approval by the DEPARTMENT.

1. Minor Repair

   Minor repairs for this CONTRACT are repairs/replacement of ITS components due to equipment malfunction or end of service life. Minor repairs also include, but are not limited to, reattaching loose cable connections, power reset of all equipment, and other incidental repair work. The VENDOR shall perform the necessary repair/replacement work, which includes diagnostic services.

   Minor repairs are generally considered to be repairs that require less than 4 hours of labor and less than $3,000 in material.

2. Major Repair

   Major repairs for this CONTRACT are defined as non-typical repairs that need diagnostic services to identify the problem, extensive repair services, maintenance of traffic (MOT) and lane closures, utility coordination, or other regional agency coordination, such as damage caused by crashes, vandalism, theft, weather events, fiber cuts, power loss from the utility service point, and construction activity. Typical major repairs and parts replacement consist of, but are not limited to,

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repair or replacement of damaged, missing, or malfunctioning equipment in order to maintain the ITS operation and functionality.

For all major repairs, the VENDOR shall contact the DEPARTMENT'S Project Manager to report field findings and receive instruction and authorization for related work. Depending on the criticality of the repair and nature of the device site or component malfunction or failure, the DEPARTMENT may issue verbal authorization to the VENDOR for diagnostic services to expedite the repair process. The VENDOR shall prepare and submit a diagnostic report, including damage assessment, cost estimates, and recommendations for repair. The VENDOR shall not make major repairs prior to issuance of a TWO covering specific corrective actions necessary for restoration. If an immediate repair order is needed, the DEPARTMENT may issue a pre-approved, limited amount TWO to start the work. The VENDOR must receive approval prior to executing this TWO. The VENDOR must document any verbal approvals issued for service/repair orders including the date, time, reason, and the name of the DEPARTMENT Project Manager who issued and approved the work order.

Major repairs are generally considered to be repairs that require more than 4 hours of labor and more than $3,000 in material.

All major and minor repairs shall be performed using procedures and repair times established under this CONTRACT.

3. Warranty Repair

The VENDOR shall act on behalf of the DEPARTMENT to track manufacturer warranties and pursue warranty repairs from device manufacturers when failures are covered by the manufacturer's warranty. The VENDOR is responsible for coordinating warranty repairs with the DEPARTMENT's Project Manager and the device manufacturer/reseller. In the event warranty or insurance coverage is applicable, the VENDOR shall identify the proper procedure for contacting the entity responsible for coverage, secure the proper forms used for claim notification, and coordinate the repair, return, and disposition of equipment. Repaired DEPARTMENT equipment returned from the manufacturer shall be held in inventory as spare parts if it is not to be immediately reinstalled.

The VENDOR shall support the DEPARTMENT in pursuing claims until each claim is resolved to the satisfaction of the DEPARTMENT.

4.1.4.2 Repairs using Spare Parts

This work includes shop and field repair of devices using component parts. New replacement parts for repairs are to be used unless otherwise directed by the DEPARTMENT'S Project Manager. The VENDOR shall not purchase or install spare parts that have not been approved by the DEPARTMENT'S Project Manager. The VENDOR shall be responsible for inventory control of all parts held in inventory for

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repair of devices that they have responsibility to maintain. Parts commonly used for shop and field repairs include, but are not limited to:

- Pan-tilt-zoom camera modules
- DMS display modules
- Power supplies
- Batteries
- Media Converters
- Switches
- Detectors
- UPS

The DEPARTMENT will be responsible for all pre-approved costs relating to the purchase of spare parts (e.g., mark-up, applicable taxes, and shipping fees). The DEPARTMENT will have the option to utilize a flat percentage fee if this is pre negotiated prior to execution of the TWO. The VENDOR shall notify the DEPARTMENT'S Project Manager of any part or component of the SYSTEM moved from its original location for the purpose of inventory control. The VENDOR shall ensure all spare equipment is available in a timely manner and all inventory control records will be updated within 24 hours.

4.1.4.3 Equipment Replacement

This work includes furnishing replacement devices needed for maintenance of the SYSTEM. Datasheets for all new replacement parts must be submitted and approved by the DEPARTMENT'S Project Manager. The VENDOR shall not purchase or install equipment that has not been approved by the DEPARTMENT'S Project Manager. Proposed replacement parts shall be the latest compatible technology, equal to or better in function and quality to existing SYSTEM components or equipment. The VENDOR shall be responsible for inventory control of all equipment that they have responsibility to maintain within the SYSTEM and all devices, parts, and materials used to perform work. When the DEPARTMENT'S Project Manager determines that additional parts are to be provided by the VENDOR as spares, the VENDOR shall procure (in accordance with section 4.1.4 Repair Services) and maintain the parts at the VENDOR's designated location(s) as approved by the DEPARTMENT. The VENDOR shall notify the DEPARTMENT'S Project Manager of any part or component of the SYSTEM moved from its original location for the purpose of inventory control.

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4.1.4.4 Verification of Repair

Work Before departure from the field site, the VENDOR shall contact RTMC immediately upon completion of the repair work to verify that the operation of failed component(s) has been restored. Upon completion of the repair work, the VENDOR shall perform diagnostic testing to ensure the System is fully functional and operational. The VENDOR shall document the test results and provide them to the Department's Project Manager (or his/her designee) for inspection upon request. The VENDOR shall include all testing costs within the costs for repair work. The Department conducts random review of the VENDOR's repair work. Any work that is deemed unacceptable by the Department shall be re-done by the VENDOR at the VENDOR's expense. The VENDOR shall rectify any deficiencies identified by the Department within 5 business days of initial notification.

4.1.5 Emergency Repair Services

Emergency services consist of the restoration of components resulting from any malfunction or damage that creates a safety hazard or severely reduces the operational effectiveness of the overall SYSTEM. The VENDOR shall immediately correct any safety hazards discovered in the SYSTEM. Failures tend to be caused by severe and unusual forces of nature, crashes and collisions, vandalism, theft, fire, erosion, and extreme exposure to chemicals or pollutants. Communication and electrical cable cuts and loss of communications between the TMC and multiple field sites can warrant emergency repair services.

The VENDOR will be required to supply substitute devices approved by the DEPARTMENT's Project Manager to immediately restore normal operations during emergency repair services. Failure to restore normal operations in a timely manner shall result in deductions of monies due or which shall become due to the VENDOR. If a structural failure causes a safety hazard or obstructs a roadway or waterway, the VENDOR will be required to remove the structure immediately.

The VENDOR must document malfunction and damage that necessitates emergency repair services. At a minimum, documentation shall include:

1. Device location, type, model, and serial and control number;
2. Date and time of incident;
3. Cause of failure and name of person reporting failure;
4. Site needs analysis and digital photo documentation;
5. Immediate repairs and corrective actions taken, including temporary repairs and repair cost breakdown; and
6. Corrective actions necessary for permanent repairs to be performed, including parts list, schedule, and estimated cost.

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4.1.5 Asset and Device Inventory Logs

The VENDOR is required to document equipment and activities performed at each ITS Asset and for each ITS Device. The VENDOR must utilize MIMS to maintain the Asset and Device Inventory logs. The logs must include, but are not limited to: that documents, but are not limited to:

1. Asset location, number, and type;
2. Asset Model and serial number;
3. Asset Manufacturer
4. Asset Firmware Version
5. Asset Warranty Information
6. Asset Financial Information
7. Asset Spare parts used including type, model, serial, and control number
8. Asset Replacement part notes and repair actions
9. Device location, number, and type;
10. Device Model and serial number;
11. Device Manufacturer
12. Device Firmware Version
13. Device Warranty Information
14. Device Financial Information
15. Device Firmware Version
16. Device Date, time, and description of failure
17. Device Report of failure source
18. Response details including arrival time, site conditions, and actions taken
19. Resolution details with documentation

4.2 Control of Materials

The VENDOR shall maintain and store the DEPARTMENT's SYSTEM equipment and spare parts in a location approved by the DEPARTMENT’s Project Manager. This location shall be marked specifically for this contract and shall not be used for any other purposes. Storage of parts or equipment outside the DEPARTMENT’s storage area must be approved by the DEPARTMENT’s Project Manager. The VENDOR shall use MIMS to maintain and have readily available an up-to-date inventory of all the DEPARTMENT’s equipment and/or parts that are under the VENDOR’s supervision. The inventory shall contain, but not be limited to, at a minimum:

1. Manufacturer,
2. Model number,
3. Descriptive name,
4. SunGuide name,
5. APL number,
6. Manufacturer serial number,

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7. Current location, and
8. Condition (new, used or damaged).

The DEPARTMENT reserves the right to store devices and/or parts at an independent storage area within 20 miles of the regional TMC. The VENDOR is responsible for picking up parts as needed from DEPARTMENT storage areas under the terms of this CONTRACT.

Any equipment purchased by the VENDOR on behalf of the DEPARTMENT, using DEPARTMENT funds, belongs to the DEPARTMENT and shall be entered into the inventory list maintained by the VENDOR. Upon termination or ending date of the CONTRACT, all DEPARTMENT property shall be transferred to the DEPARTMENT.

4.2.1 Device Inventory

The VENDOR shall use MIMS to maintain and have readily available an up-to-date inventory of all the DEPARTMENT's equipment that the VENDOR is responsible to maintain and all spare parts and devices in the VENDOR's possession, deployed in the field or in location(s) approved by the DEPARTMENT'S Project Manager.

4.2.1.1 Existing Field Site Device Inventory

The VENDOR shall use MIMS to maintain and have readily available an up-to-date inventory of all the DEPARTMENT'S equipment and/or parts that are under the VENDOR'S supervision. The inventory shall contain, but not be limited to:

1. Manufacturer,
2. Model number,
3. Descriptive name,
4. Manufacturer serial number,
5. Current location and condition (new, used or damaged),
6. If the equipment is a spare,
7. The site where it belongs and type of site (CCTV, DMS, etc.), if applicable,
8. Location of site, if applicable,
9. Date of purchase,
10. Date of repair,
11. Date when scrapped, and
12. Warranty status

4.2.2 Facilities Management System

The DEPARTMENT is using the ITS Facility Management (ITSFM) system to support the long-term ITS asset and configuration management needs of the ITS Program statewide. The ITSFM compiles SYSTEM asset information in a single, web-accessible

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repository, allowing the DEPARTMENT to collectively manage the entire system in a coordinated manner. The ITSFM is hosted provided by the Central Office to the Districts and other regional partners.

The VENDOR shall use the ITSFM for facilities management purposes. The VENDOR will be responsible for the operations and maintenance of ITSFM data used to inventory the SYSTEM field equipment including, but not limited to, outside plant cabling, duct, splice points, terminations, field devices, and other field installed assets. The VENDOR shall document as-built information about the SYSTEM and work performed under this CONTRACT.

The information contained within the ITSFM is confidential material; therefore, the VENDOR must ensure that VENDOR staff working under this CONTRACT has passed the Florida Department of Law Enforcement (FDLE) or State Law Enforcement Radio System (SLERS) background check so the DEPARTMENT can issue user login credentials to the ITSFM. The DEPARTMENT will provide user training on the ITSFM system and assign appropriate login credentials to VENDOR staff that successfully complete training.

The VENDOR shall ensure all ITS maintenance staff who will have access to ITSFM receive at a minimum ITSFM maintainer-level training within 1 month of Contract Start Date. All ITSFM-related training expenses including but not limited to staff labor cost shall be the ITS Maintenance VENDOR's own expense. For any new staff added to this Contract during the Contract's term who will need access to ITSFM, the new VENDOR staff shall receive at a minimum, the ITSFM maintainer-level training within 1 month of employees' start work on this Contract. During this time, the VENDOR shall continue to use other staff to perform the required ITSFM updates.

The VENDOR shall provide field staff with an ITSFM-compatible laptop computer with direct Internet access from the equipment site to ensure that the maximum benefit from the ITSFM is available to the user. Asset changes to the system shall be updated to the database in real-time or as otherwise directed by the DEPARTMENT. The VENDOR will be responsible for recurring usage cost including computer hardware, connection to the Internet, etc.

The VENDOR shall include the resources required to populate the database and routinely update the database as maintenance work changes the inventory and configuration. Information populated in the ITSFM shall meet the positional accuracy and content defined in the latest version of the ITSFM technical memorandum "Implementation Guidelines and Minimum Requirements."

4.2.3 Utility Locating Services

The VENDOR shall be responsible for locating and designating existing and future subsurface utilities associated with the SYSTEM. Cost to repair or replace underground facilities damaged as a result of incorrect locates shall be the responsibility of the VENDOR. The VENDOR shall be responsible for locating all DEPARTMENT owned

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communications infrastructure (including FOC) and electrical conductors within the ITS as requested by the Department. Billing and payment for locates must be based on linear footage located. All footages shall be validated by field photos when location of facilities is completed and the ticket has been closed as "clear or flagged." The VENDOR will be required to locate specific ITS facilities and document their findings within plan sets or another method approved by the DEPARTMENT's Project Manager.

4.3 General requirements for execution of work

The VENDOR is responsible for all labor, materials, and incidentals required to execute and complete the requirements of this CONTRACT including, but not limited to, the following:

1. Project management and contract administration,
2. Communications and coordination between the DEPARTMENT and the VENDOR,
3. Communications and coordination with other contractors and vendors,
4. Personnel requirements,
5. Project recordkeeping,
6. Device availability matrices,
7. TWO requirements for payment of services,
8. Status meetings, including meeting minutes and agendas,
9. Utility locate administration,
10. Preventive maintenance and routine maintenance,
11. Minor and major repairs and parts replacement (including warranties and replacement parts),
12. Material and equipment requirements,
13. Mobilization and MOT services
14. Special Project services
15. Inventory and Asset Management services
16. Warranty services
17. Utility coordination for network and/utility services,
18. Emergency power, and
19. Disaster reporting.

Device failures can be described as emergency, priority, and routine. Each failure type has specific requirements for acknowledgement and response times depending on the severity and extent that the failure impacts the operation of the SYSTEM. Liquidated damages shall be assessed for failure to acknowledge or respond to device failures as described in the CONTRACT. The VENDOR shall fully cooperate with all utility owners during activities such as, but not limited to, construction, installation, or repair associated with this CONTRACT. The VENDOR shall call Sunshine 811 a minimum of 48 hours

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and a maximum of 96 hours before any excavation work requiring locate services from member operators of Sunshine 811.

The VENDOR shall furnish and install all equipment and materials, and perform all work in accordance with all applicable standards and procedures. The VENDOR is responsible for ascertaining the exact location of all utilities prior to beginning work in an area. Utility locations as shown on DEPARTMENT plans are approximate and may not include all utilities. If any utility damages are incurred as a result of VENDOR'S operations, it shall be the VENDOR'S sole responsibility to repair such damages or bear the cost of repairs performed by others.

The VENDOR shall be responsible for coordinating and meeting with all utility companies having overhead or underground facilities in proximity with work performed under this CONTRACT. The VENDOR shall be responsible for determining and performing any needed SUE work.

The VENDOR shall be responsible for providing the DEPARTMENT with a detailed damage report after the occurrence of a disaster, natural or otherwise. This report shall include an individual site analysis including, but not limited to, the following information:

- Device location,
- Date and time of visit,
- Description of failure or issue and system impacts,
- Site conditions noted, i.e. submerged, structure down, no power,
- Photo documentation (digital only),
- Damaged parts list: type, model, and serial and control numbers,
- Needed parts list,
- Repair cost breakdown,
- General notes, and
- Schedule of repair duration.

The damage report by the VENDOR shall be per site and include all devices connected to the cabinet location. The VENDOR'S report shall include an Executive Summary and a Cost Summary including all parts necessary to re-establish the system in working order. The DEPARTMENT'S Project Manager shall establish time frames for damage reports to be delivered to the DEPARTMENT depending on the severity of the disaster.

4.3.1 Scheduling and Execution of Work

All work shall be scheduled with and approved by the DEPARTMENT'S Project Manager. The VENDOR shall work with the DEPARTMENT'S Project Manager under this CONTRACT to establish normally scheduled activities. Work not covered under the scope of agreed upon scheduled activities must be expressly authorized by the DEPARTMENT'S Project Manager.

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The VENDOR will be required to perform new field device and infrastructure installations, all SYSTEM support, routine and preventative maintenance, and failed or destroyed component replacement as needed by the DEPARTMENT. All services will be performed on a Task Work Order (TWO) basis.

The DEPARTMENT will issue TWO's to authorize the VENDOR to work on any and all services through MIMS. Work estimates will be prepared by the VENDOR for all TWO's and submitted to the DEPARTMENT's Contract manager for review and approval. The work estimates will include at a minimum: personnel, equipment and/or resources, documentation of work to be performed, travel requirements if outside the contract area, itemized cost breakdown, and work schedule. No work will be undertaken by the VENDOR unless it has been authorized in writing from the DEPARTMENT. Each TWO issued by the DEPARTMENT's Contract Manager through the MIMS system will serve as a formal notice-to-proceed and may include an effective time period for the particular TWO being issued.

4.3.2 Mobilization

Work under this contract will require movement of personnel, equipment, supplies, and incidentals. All preparatory work and operations for beginning work, including movement of personnel, equipment, supplies, and other incidentals for a project (one work order), must be authorized by the DEPARTMENT's Project Manager. Because of the unique nature of this contract and the work specified herein, the Department shall compensate the VENDOR based on a lump sum monthly cost (each month shall be 1/12 of the annual effort) at the amounts established under Exhibit "C", Contract Price Proposal. This cost shall be included in the monthly contract administration pay item.

4.3.3 Maintenance of Traffic

MOT shall include the planning, furnishing, installing, maintaining, and removing of traffic control and safety devices. The need for lane closures shall be determined on a case-by-case basis as requested by the VENDOR. Any request for a planned lane closure shall be submitted to the DEPARTMENT'S Project Manager two weeks in advance of the proposed lane(s) closure. The VENDOR will be given a notification list by the DEPARTMENT containing all contacts that shall be notified of the lane(s) closure by the VENDOR. The VENDOR shall coordinate MOT activity with regional transportation management center (RTMC) operations and any other governing operations center.

The VENDOR shall have at least one individual on its staff throughout the term of this CONTRACT with a Florida Advanced Maintenance of Traffic certification.

Because of the unique nature of this contract and the work specified herein, MOT shall be paid for according to the particular work level assigned. The level shall be determined by the DEPARTMENT Project Manager and assigned with each work order. In instances where no MOT operations are anticipated, there will be no MOT level assigned. The level shall be determined according to the following criteria:

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Level 1: Where at least a portion of the work assigned on the work order is to be performed off the roadway, but in close enough proximity to the traveled way to require signing, but does not require lane closure

Level 2: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of a rural or low volume urban two-lane, two way roadway (day work, flagging).

Level 3: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of a non-limited access, multi-lane divided or undivided roadway, such as a rural or urban state or United States (US) route (day or night work, off-duty law enforcement not required).

Level 4: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of a non-limited access, multi-lane divided or undivided roadway such as a rural or urban state or US route (day or night work, off-duty law enforcement required).

Level 5: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of a limited-access facility (Interstate or Turnpike), rural or lower volume urban (day or night work, off-duty law enforcement not required).

Level 6: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of one or more lanes of a multi-lane, divided or undivided roadway (Interstate or Florida's Turnpike), daylight or nighttime hours where off-duty law enforcement is required.

Level 7: This level may be used in conjunction with any of the above levels where additional signage or additional law enforcement are required to detour traffic around work zones to alternate roadways.

4.3.4 Warranty for Vendor Services and Materials

The VENDOR warrants to the DEPARTMENT that all services, materials, parts, and supplies furnished under this CONTRACT shall be free from defects in material or workmanship and in accordance with good trade practices and local, state, and federal codes.

The VENDOR guarantees that upon completion of the services required by the CONTRACT, the work areas shall be left in a clean, sanitary, and safe condition.

The VENDOR agrees that each job assignment performed will be reviewed and approved by the VENDOR'S Project Manager before the DEPARTMENT'S Project Manager is requested to approve and process invoices for payment.

The VENDOR will correct deficient work and replace defective material provided and supplied, or credit the DEPARTMENT for the inadequate services and materials. The

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DEPARTMENT'S Project Manager shall have the right to determine which course of correction must be taken.
Upon completion of a repair, the VENDOR shall warranty their work for a period of 90 calendar days from the date of acceptance by the DEPARTMENT. The VENDOR shall transfer manufacturer's warranties for parts and materials to the DEPARTMENT.

4.3.5 Lost, Stolen, or Damaged Department Owned Resources

The DEPARTMENT'S Project Manager will provide a list of DEPARTMENT owned resources for the VENDOR. The VENDOR shall acknowledge receipt and responsibility of the DEPARTMENT owned resources by executing a State of Florida Department of Transportation "Property Transfer Receipt" form.

A representative of the DEPARTMENT will inventory all DEPARTMENT owned resources annually. In the event DEPARTMENT owned resources have been lost, stolen, or damaged, and had been in exclusive possession and control of the VENDOR, the VENDOR will replace the DEPARTMENT owned resources before the end of the calendar year when the item(s) was known to be lost, stolen, or damaged. If the item is not directly replaceable due to non-availability of identical models, the VENDOR will replace the item with a functionally equal or better item or directly compensate the DEPARTMENT. The risk of loss to any equipment being repaired or replaced shall be the responsibility of the VENDOR having possession or control of the equipment at the time of the loss.

4.3.6 Use of Subcontractor(s) or Subconsultant(s)

The support of the SYSTEM may require a multi-disciplinary team made up of a prime VENDOR and subcontractors to successfully fulfill the obligations of this CONTRACT. The VENDOR must provide contact information for all subcontractors and indicate their areas of expertise and responsibility. Use of subcontractors must be coordinated with, and approved by, the DEPARTMENT's Project Manager.

4.4 Working Hours, On-call Responsibilities, Response Times, and Limitations

4.4.1 Standard Hours of Operation

The VENDOR shall have maintenance personnel available at all times including nights, weekends, and holidays. However, standard hours of operation are Monday through Friday from 8:00 a.m. – 5:00 p.m.

4.4.2 On-call Responsibilities

The VENDOR shall provide on-call staff at all times. On-call staff assignments shall be coordinated with the DEPARTMENT's Project Manager and clearly communicated to staff responsible for TMC operation. Qualified maintenance staff shall be on-call during weekends and statutory state holidays and at all times for the term of this CONTRACT to respond to calls and issues. The VENDOR shall be required to perform repairs and maintenance outside of normal business hours.

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4.5 Security and Safety Requirements

The VENDOR shall utilize proper safety measures to ensure the proper protection for persons and property at all times.

The VENDOR shall be responsible for ensuring that all equipment used is maintained in a safe and efficient manner in accordance with all local, state, and federal laws, safety organizations, regulations, and guidelines pertaining to providing the required services.

The VENDOR shall follow all safety requirements outlined in the National Electric Safety Code, OSHA, and any standards or practices for safe installation or maintenance of required equipment per this CONTRACT.

The VENDOR shall be responsible for any injury to person(s) or damage to property that occurs as a result of VENDOR activities under this CONTRACT. The VENDOR shall notify the DEPARTMENT immediately after any injury incurred by person(s) working under this CONTRACT.

At the conclusion of a workday, the VENDOR'S personnel must leave the work area free of safety hazards. The DEPARTMENT assumes no liability for any equipment or personal belongings or effects left unattended on DEPARTMENT property.

The VENDOR shall be solely responsible for the safety of all its personnel.

The VENDOR shall be solely responsible for maintaining the safety required and providing safety equipment and procedures for the protection of employees and the public throughout the area(s) where work is performed under this CONTRACT.

If any deficiency cause harm to life or property, or violate any rules or regulations such as, but not limited to, Americans with Disabilities Act, OSHA, or otherwise contained herein, the DEPARTMENT shall take immediate corrective action(s), and the VENDOR shall be responsible for the burden of any associated direct and/or indirect costs.

4.6 License and Insurance Qualifications

The VENDOR shall hold the licenses and certifications necessary to provide the services described in this CONTRACT in the counties specified and be required to submit proof of licenses and certifications prior to work being performed.

The VENDOR shall certify that skilled employees and/or subcontractor(s), who possess the necessary specialty licenses, as required by law to perform the work, shall provide the services being performed and provided by the VENDOR as described in this CONTRACT.

All records, insurance, and licenses must be current. The VENDOR must provide the DEPARTMENT’s Project Manager with evidence of current records, insurance, and licenses and copies must be kept on file in the RTMC for the duration of this CONTRACT and all renewals.

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4.7 Location of the work

The VENDOR shall be responsible for maintenance of all existing, under-construction, and future DEPARTMENT owned and operated SYSTEMS located in the following counties:

- Brevard, Volusia, Flagler, Seminole, Orange, Lake, Osceola, Sumter, Marion Counties as well as bordering Counties as needed.

4.7.1 Field Sites

The VENDOR is to provide maintenance services for components of the SYSTEM located at existing and future field sites throughout the geographic coverage area of the CONTRACT.

4.8 Required Qualifications

4.8.1 Staffing Requirements

Support of the SYSTEM will require a multi-disciplinary team. The following areas of expertise are considered to be the minimum necessary to successfully fulfill the obligations of this CONTRACT. Subcontractors submitted with the response are allowed.

- Project management / administration.
- Electrical trades.
- Electronic and electro-mechanical component diagnostics, troubleshooting, and repair.
- Computer hardware troubleshooting and repair.
- Local area network and wide area network design, operation, and maintenance.
- Ethernet, serial, and wireless communications.
- Networking and network protocols, including switching, routing, VLANs, OSPF, PIM, SNMP, IGMP, IGRP, DVMRP, DNS, etc.
- Computer applications / database management.
- Analog and digital video transmission.
- Fiber optic network configuration and administration.
- FOC termination, splicing, testing, and management.
- Installation, configuration, troubleshooting, and maintenance of analog and digital video equipment, network devices, DMS's, HAR systems, RWIS, RSU, WWD and vehicle detection systems (VDS).
- Programming and operation of traffic controllers.
- Grounding and surge protection systems and related equipment.
- Configuration management.
- Security devices for SYSTEM installations.
- Installation of ITS poles and structural supports according to DEPARTMENT procedures.
- MOT.
- Traffic Signal maintenance

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The VENDOR shall keep a staff of the required levels to respond to all requirements of this CONTRACT at all times during the term of the CONTRACT. The VENDOR shall have the option to provide the same dedicated maintenance staff on-site full-time in the DEPARTMENT'S designated location(s). The VENDOR shall develop a staffing plan indicating how absences and vacations will be covered, and the expected activities of each proposed staff member. The VENDOR shall provide suitable replacement staff during vacations or sick periods of primary staff.

The DEPARTMENT will conduct VENDOR performance reviews on an annual basis. When deficiencies are identified with VENDOR employees assigned to the CONTRACT, the VENDOR will immediately implement remedial action. Remedial actions may include further training of the employee, subdivision or reassignment of the employee, addition of staff, and removal of the employee from the CONTRACT. All VENDOR employees working on this CONTRACT are understood to be working under the direction and at the will of the DEPARTMENT Project Manager.

4.8.1.1 Maintenance Staff Location and Availability

VENDOR staff whose primary function is performing work associated with this CONTRACT shall be located within the geographic coverage area designated by the DEPARTMENT. The VENDOR shall supply additional skilled staff from other locations, as requested by the DEPARTMENT. The DEPARTMENT may provide work space at DEPARTMENT locations within the geographic coverage area at no cost. The VENDOR must coordinate staff locations and schedules with the DEPARTMENT's Project Manager.

4.8.1.2 Position Descriptions

The VENDOR-provided maintenance staff shall have the following minimum qualifications. The VENDOR and/or DEPARTMENT shall have the ability to add staff that is not defined herein, at any time under the terms of this CONTRACT, as requested by the project requirement and staffing needs change.

ITS Project Manager

The VENDOR shall designate an ITS Project Manager who shall respond to all authorizations for services to the SYSTEM under this CONTRACT. The VENDOR'S ITS Project Manager shall be responsible for all work necessary to provide for the general management, oversight, quality control, and administration of all CONTRACT activities and support personnel. The VENDOR'S ITS Project Manager ensures that the requirements of the CONTRACT are met on a daily basis at all times. The ITS Project Manager is responsible for ensuring that maintenance activities supporting the SYSTEM are in accordance with this CONTRACT, Standard Operating Procedures (SOP), protocols, and policies. The Department shall compensate the VENDOR based on a lump sum monthly cost (each month shall be 1/12 of the annual effort) at the amounts established under Exhibit "C", Contract Price Proposal. This cost shall be included in the monthly contract administration pay item.

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The responsibilities include, but are not limited to, the following:

- Provide oversight of all work performed under this CONTRACT.
- Follow direction set by the DEPARTMENT'S Project Manager.
- Perform project-related assignments to include the planning, organizing, and developing of complicated tasks as assigned by the DEPARTMENT.
- Direct oversight of project professionals and staff.
- Direct training and indoctrination of workers to improve performance and acquaint workers with CONTRACT requirements, policies, and procedures.
- Recommend changes, review progress, and approve work products for the Maintenance Program.
- Recommend ITS equipment specifications and assist in developing operating procedures for ITS devices.
- Requisition tools, spare parts, equipment, and supplies required for maintenance operations.
- Train assigned staff in proper work methods and techniques and in the set up and use of equipment.
- Monitor allocated budget for spare parts and supplies and manage spare parts consumption and usage to ensure that budget levels are met.
- Track project budget, inventory, and tasks assigned, and provide monthly updates, status of work, and cost summaries.
- Prepare and submit monthly invoices by tenth working day, progress reports and other documents by fifth working day of the month.
- Provide sufficient staff and resources for all tasks and activities throughout the duration of the CONTRACT.
- Ensure that maintenance staff have the required qualifications and background check documentation before being employed by the VENDOR.
- Meet on a bi-weekly basis with the DEPARTMENT'S Project Manager to review and discuss tasks completed during the previous week, task assignments for the current week, and two-week "look ahead" schedule;
- Provide summary minutes within one week after each meeting for review and approval by the DEPARTMENT.
- Coordinate activities of workers repairing, upgrading, modifying, or installing equipment or systems in order to improve existing equipment.
- Interact with the DEPARTMENT'S staff managers and consultants to review issues pertaining to equipment or systems performance and status.
- Attend meetings as directed by the DEPARTMENT to ongoing phase(s) of ITS construction meeting, utility coordination meeting, and others as directed; and
- Perform other tasks as assigned by the DEPARTMENT.

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Coordinator/Administrative Assistant

The Coordinator/Administrative Assistant position is responsible for supporting the VENDOR'S maintenance staff and DEPARTMENT'S Project Manager on day-to-day business matters regarding maintenance services and utility locate coordination. The Coordinator/Administrative Assistant shall possess, but not be limited, to the following qualifications:

- Supplies administrative support services to the maintenance staff and assumes the role as an administrative liaison with internal and/or external sources;
- Performs routine office or clerical support tasks according to well-established procedures. Examples of work performed may include sorting and distributing mail, photocopying, filing, posting or proofing data, or answering telephone calls and recorded messages;
- Work performed may also include composing routine correspondence, preparing routine reports, scheduling meetings or appointments, screening and directing incoming calls, providing information, maintaining files, or transcribing dictation;
- Prepares documents using Microsoft© applications; formats, proofs, edits for errors;
- Assists ITS Project Manager on the data entry of the inventory tracking database; and
- Performs other tasks as assigned by the DEPARTMENT.

ITS Maintenance Technician(s)

The ITS Maintenance Technician shall be responsible for installing, maintaining, and repairing ITS devices; assisting in the ITS design review and the development of SOP; and performing a variety of technical tasks related to their assigned area of responsibility. The ITS Maintenance Technician shall receive general supervision from the VENDOR'S ITS Project Manager and DEPARTMENT'S Project Manager. The technician shall document all work performed on all site conditions and daily activities.

The responsibilities and duties may include, but are not limited to, the following:

- Installs and maintains a wide variety of SYSTEM devices;
- Troubleshoots malfunctions; isolates defects and repairs devices and equipment using above ground equipment on high-speed, high-volume roads and freeways;
- Verifies proper device and system operation; conducts inspections and periodic preventive maintenance;
- Monitors ITS device operation through the use of a laptop computer in the field or a desktop computer in the TMC; uses SYSTEM software, both proprietary and nonproprietary; recommends and safely completes appropriate changes for effective SYSTEM operation;

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- Performs repair, removal, and replacement of poles, cabinets, controllers, and other equipment; repairs conduit and pull wires and cable, as needed; performs emergency repairs as needed;
- Modifies or updates existing SYSTEM devices and equipment to improve traffic flow;
- Reads diagrams, plan sets, manuals, and specifications for new installations and continual maintenance of SYSTEM devices; makes corrections to schematics and plan sets;
- Performs field and bench testing procedures on a variety of SYSTEM equipment; tests, troubleshoots, and repairs SYSTEM equipment to component level of micro processing systems; maintains and services a variety of test and repair equipment;
- Assists TMC network administrator with repairs and connection of intercommunication cable and related equipment;
- Documents work performed on all SYSTEM devices and daily activities; and
- Performs other tasks as assigned by the DEPARTMENT.

Electrician(s)

The SYSTEM Maintenance Electrician shall be responsible for installing, maintaining, and repairing electrical SYSTEM devices; assisting in SYSTEM design review and the development of SOPs; and performing a variety of technical tasks related to their assigned area of responsibility. The Electrician shall receive general supervision from the VENDOR'S ITS Project Manager and DEPARTMENT'S Project Manager. The electrician shall document and photograph the work performed on all site conditions and daily activities.

The responsibilities and duties may include, but are not limited to, the following:

- Directs and participates in a wide range of functional electrical tasks on SYSTEM components; isolates prime power malfunctions and coordinates repairs with power company; replaces power service points as needed;
- Performs field and bench testing procedures on a variety of SYSTEM and power equipment, such as automatic transfer switches, generators, load switches, power service assemblies, CCTV systems, VDS, DMSs, radio communication facilities, and others; tests, troubleshoots, and repairs SYSTEM equipment to component level of micro processing systems; maintains and services a variety of test and repair equipment;
- Installs and maintains a wide variety of SYSTEM devices;
- Troubleshoots malfunctions; isolates defects and repairs devices and equipment using a bucket truck on high-speed, high-volume roads and freeways; has exposure to electrical energy, high voltage, heat, cold, noise, dust, fumes, inclement weather conditions;
- Verifies proper device and system operation; conducts inspections and periodic preventive maintenance;

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- Monitors SYSTEM device operation (i.e. UPS input/out) through the use of a laptop computer in the field or a desktop computer in the TMC; uses sophisticated SYSTEM software, both proprietary and non-proprietary; recommends and safely completes appropriate changes for effective system operation;
- Performs repair, removal, and replacement of poles, cabinets, controllers, and other equipment; repairs conduit and pulls wires and cable, as needed; performs emergency repairs as needed;
- Reads diagrams, plan sets, manuals, and specifications for new installations and continual maintenance of SYSTEM devices; makes corrections to schematics and blueprints;
- Documents work performed on all SYSTEM devices and daily activities; and
- Performs other tasks as assigned by the DEPARTMENT.

Utility Technician(s)

The Utility Technician shall be responsible for identifying the underground location, delineating, and marking on the ground of existing utilities, per requests from 811, the VENDOR ITS Project Manager, or DEPARTMENT Project Manager. The utility locates shall include, but not be limited to, FOC backbone and drop cables, power cables, composite cables and all pull boxes (electrical/FOC) that constitute DEPARTMENT owned underground utilities. The Utility Technician shall also meet with parties requesting utility locates as necessary in the field to supplement marking SYSTEM

utilities. Whenever available, the Utility Technician shall assist with the installation, maintenance, and repair of SYSTEM devices. The Utility Technician shall be able to respond to emergency utility locate ticket(s) as requested by the VENDOR ITS Project Manager or the DEPARTMENT'S Project Manager. The Utility Technician shall document and photograph the work performed on all utility locating and daily activities.

Fiber Technician(s)

The Fiber Technician shall be responsible for troubleshooting and repairing or replacing patch panels, patch cables, splice enclosures, splice trays, splices, sno-shoes, optics, terminations (pigtails or buffer tube fan out kits), and any such items related to network and device connectivity.

Entry Level Traffic Signal Technician(s)

The Entry Level Traffic Signal Technician, with a minimum of 1 year of experience, shall be responsible for installing, maintaining, and repairing traffic signal cabinet equipment and devices; assisting in the Traffic Signal design review; assisting in the development of Standard Operating Procedures (SOP); and performing a variety of technical tasks. The Entry Level Traffic Signal Technician shall receive general supervision from the VENDORS'S Intelligent Transportation System (ITS) Project Manager, Lead Traffic Signal Technician, and Traffic Signal Technician. The Entry

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Level Traffic Signal Technician shall document all work performed on all site conditions and daily activities.

The responsibilities and duties may include, but are not limited to, the following:

• Assists with the installation, configuration, maintenance and troubleshooting of a wide variety of traffic signal cabinet equipment, components and devices; such as traffic signal controllers, MMU's, conflict monitors, vehicle detectors (e.g. inductive loops, video, magnetometer, microwave detectors), detector cards and racks, pedestrian crossing indicators, etc.

• Assists with troubleshooting malfunctions; identifies deficiencies, and repairs devices and equipment using sophisticated diagnostic equipment.

• Has a basic understanding of devices and traffic signal cabinet equipment operation; conducts periodic preventative maintenance as required.

• Assists with monitoring traffic signal device operation using a laptop computer in the field or a desktop computer in the TMC; using the Central System software, both proprietary and nonproprietary.

• Performs repair, removal, and replacement of cabinets controllers, and other equipment; repairs conduit and pull wires and cables, as needed; assists with performing emergency repairs as needed.

• Capable of reading diagrams, plan sets, manuals, and specifications for new installations and continual maintenance of traffic signal equipment and devices.

• Assists with performing field and bench testing procedures on a variety of traffic signal cabinet equipment; assists with testing, troubleshooting, and repairing equipment to component level of micro processing system.

• Assist with repairs and connection of intercommunication cable and related equipment

• Assists with performing the installation, maintenance, and repair of cabinet wiring, wiring to traffic signal heads, traffic controllers, and solid-state components per manufacturer's recommendations.

• Documents work performed on all traffic signal equipment and devices and daily activities

• Performs other tasks as assigned

Traffic Signal Technician(s)

The Traffic Signal Technician, with a minimum of 5 years of experience, shall be responsible for installing, maintaining, and repairing traffic signal cabinet equipment and devices; assisting in the Traffic Signal design review; assisting in the development of

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Standard Operating Procedures (SOP); and performing a variety of technical tasks. The Traffic Signal Technician shall conduct all activities under the direct supervision from the VENDORS'S Intelligent Transportation System (ITS) Project Manager and Lead Traffic Signal Technician. The Traffic Signal Technician shall document all work performed on all site conditions and daily activities.

The responsibilities and duties may include, but are not limited to, the following:

• Assists with the installation, configuration, maintenance and troubleshooting of a wide variety of traffic signal cabinet equipment, components and devices; such as traffic signal controllers, MMU's, conflict monitors, vehicle detectors (e.g. inductive loops, video, magnetometer, microwave detectors), detector cards and racks, pedestrian crossing indicators, etc.

• Assists with troubleshooting malfunctions; identifies deficiencies, and repairs devices and equipment using sophisticated diagnostic equipment

• Understands and verifies proper device and traffic signal cabinet equipment operation; conducts inspections and periodic preventative maintenance as required

• Assists with monitoring traffic signal device operation using a laptop computer in the field or a desktop computer in the TMC; using the Central System software, both proprietary and nonproprietary

• Performs repair, removal, and replacement of cabinets controllers, and other equipment; repairs conduit and pull wires and cables, as needed; assists with performing emergency repairs as needed

• Modifies or updates existing traffic signal devices and equipment to improve traffic flow as required

• Reads diagrams, plan sets, manuals, and specifications for new installations and continual maintenance of traffic signal equipment and devices

• Performs field and bench testing procedures on a variety of traffic signal cabinet equipment; tests, troubleshoots, and repairs equipment to component level of micro processing system; maintains and services a variety of test and repair equipment

• Assist with repairs and connection of intercommunication cable and related equipment

• Assists with troubleshooting of processors, computer hardware and software associated with a traffic signal system; including applications and configuration

• Performs installation, maintenance, and repair of cabinet wiring, wiring to traffic signal heads, traffic controllers, and solid-state components per manufacturer's recommendations

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• Documents work performed on all traffic signal equipment and devices and daily activities

• Performs other tasks as assigned

Lead Traffic Signal Technician(s)

The Lead Traffic Signal Technician, with a minimum of 10 years of experience, shall be responsible for installing, maintaining, and repairing traffic signal cabinet equipment and devices; assisting in the Traffic Signal design review; the development of Standard Operating Procedures (SOP); and performing a variety of technical tasks. The Lead Traffic Signal Technician shall receive general supervision from the VENDORS'S Intelligent Transportation System (ITS) Project Manager and DEPARTMENT'S Project Manager. The Lead Traffic Signal Technician shall document all work performed on all site conditions and daily activities.

The responsibilities and duties may include, but are not limited to, the following:

• Installs, configures, maintains and troubleshoots a wide variety of traffic signal cabinet equipment, components and devices; such as traffic signal controllers, MMU's, conflict monitors, vehicle detectors (e.g. inductive loops, video, magnetometer, microwave detectors), detector cards and racks, pedestrian crossing indicators, etc.

• Troubleshoots malfunctions; identifies deficiencies, and repairs devices and equipment using sophisticated diagnostic equipment.

• Understands and verifies proper device and traffic signal cabinet equipment operation; conducts inspections and periodic preventative maintenance as required

• Monitors traffic signal device operation using a laptop computer in the field or a desktop computer in the TMC; using the Central System software, both proprietary and nonproprietary; recommends and safely completes appropriate changes for effective system operation;

• Performs repair, removal, and replacement of cabinets controllers, and other equipment; repairs conduit and pull wires and cables, as needed; performs emergency repairs as needed.

• Modifies or updates existing traffic signal devices and equipment to improve traffic flow as required.

• Reads diagrams, plan sets, manuals, and specifications for new installations and continual maintenance of traffic signal equipment and devices; makes corrections to schematics and plan sets as required.

• Performs field and bench testing procedures on a variety of traffic signal cabinet equipment; tests, troubleshoots, and repairs equipment to component level of micro processing system; maintains and services a variety of test and repair equipment.

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• Provides repairs and connection of intercommunication cable and related equipment under the direct supervision on the ITS Project Manager

• Provides knowledge and troubleshooting of processors, computer hardware and software associated with a traffic signal system; including applications and configuration;

• Performs installation, maintenance, and repair of cabinet wiring, wiring to traffic signal heads, traffic controllers, and solid-state components per manufacturer's recommendations;

• Documents work performed on all traffic signal equipment and devices and daily activities; and

• Performs other tasks as assigned by the DEPARTMENT

4.8.1.3 General Appearance and Conduct

VENDOR staff shall exercise good judgment in carrying out their duties and conduct themselves in such a manner that will reflect favorably upon the DEPARTMENT. The DEPARTMENT reserves the right to require removal of any VENDOR employee from this CONTRACT who cannot perform their duties to the satisfaction of the DEPARTMENT or damages the reputation of the DEPARTMENT and/or the VENDOR.

Uniforms

VENDOR staff will wear clean and neat uniforms at the start of each shift. VENDOR staff shall be required to wear a picture ID issued or approved by the DEPARMENT. Uniforms are required for all maintenance and support staff and must include company logos to assist the DEPARTMENT and Florida Highway Patrol in identifying authorized personnel at the TMC and at roadside work locations.

4.8.1.4 Training

The VENDOR shall provide qualified instructors and all materials for training VENDOR staff in the maintenance, operation, and troubleshooting of equipment, hardware, software, and firmware for all SYSTEM devices. DEPARTMENT staff may participate in training with VENDOR staff. Training shall be conducted on an as-needed basis and shall consist of formal classroom lectures as well as "hands-on" training that consists of working with actual equipment and testing of SYSTEM devices and the entire SYSTEM.

4.8.2 Personnel Vetting

During the term of the CONTRACT, the VENDOR shall provide resumes of all proposed primary maintenance staff and all new hires along with certification or documentation of the following: drug test results, criminal background check, drivers' licenses, and other information for approval prior to hiring.

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4.8.2.1 Background Check

Each of the VENDOR'S staff assigned to service this CONTRACT and SYSTEM must pass a SLERS background check to access the TMC for repair and coordination/progress meetings. The VENDOR shall provide the DEPARTMENT's Project Manager with proper documentation, and the DEPARTMENT will coordinate the SLERS background check with the Florida Highway Patrol. It will be the responsibility of the VENDOR'S ITS Project Manager to ensure coordination of the background checks for the term of this CONTRACT.

The DEPARTMENT and VENDOR reserve the right to reject any staff prior to being assigned duties.

4.8.2.2 Criminal Record Check

Individuals with felony conviction records shall not be hired. A criminal history record check shall be conducted by an approved DEPARTMENT agency and shall be provided by the VENDOR to the DEPARTMENT for each employee before hire or access to the TMC. These criminal record checks shall go back as far as the employee's birth. The VENDOR shall perform criminal checks annually for all VENDOR staff. Additionally, the DEPARTMENT may elect to have VENDOR perform periodic criminal record checks on VENDOR staff.

4.8.2.3 Drug-Free Workplace Certification

The VENDOR shall provide proof, by a licensed medical practitioner or technician, that all VENDOR staff is drug-free in accordance with Section 112.0455, *Florida Statutes*, prior to beginning operations. The VENDOR shall submit the proof described above for staff every year thereafter.

4.9 Materials to be Furnished

All equipment and component parts that are furnished will be new, unused and will meet all requirements of this CONTRACT, and will be in operable condition at the time of delivery. All parts will be of high quality workmanship and no part or attachment will be applied contrary to the manufacturer's recommendations or standard practice. If authorized by the DEPARTMENT, cannibalized parts from damaged DEPARTMENT equipment may be used if it does not affect a warranty.

4.9.1 Vendor Facilities

The VENDOR will maintain and store the DEPARTMENT's SYSTEM equipment or spare parts, in a location approved by the DEPARTMENT's Project Manager. This location will be marked specifically for this CONTRACT and will not be used for any other purposes. This location will be Temperature and Humidity Controlled, provide restricted access (Log in/out of personnel), require logging in and out of parts and equipment by individual, and be separate from any other warehouse area. A copy of the checkout procedures is required to be presented to the DEPARTMENT for approval.

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Parts or equipment to be stored outside the DEPARTMENT's storage area will be authorized by the DEPARTMENT's Project Manager; by default all spare parts or equipment not installed and operating will be stored at the storage area dedicated to this project as approved by the DEPARTMENT's Project Manager. The VENDOR will use MIMS to maintain and have readily available an up-to-date inventory of all the DEPARTMENT's equipment and/or parts that are under the VENDOR's supervision. Upon request, the VENDOR must be able to produce individual devices shown on the inventory within 15 minutes of request or replace with a new device at no cost to the DEPARTMENT. If the DEPARTMENT chooses to do so, it will be the responsibility of the VENDOR to pick up parts as needed under the terms of this CONTRACT and adhere to the response times as listed in this CONTRACT.

4.9.2 RTMC Devices, Field Devices, and other Hardware

All equipment and component parts that are furnished will be new, unused, will meet all requirements of this CONTRACT, and will be in operable condition at the time of delivery. All parts will be of high-quality workmanship and no part or attachment will be applied contrary to the manufacturer's recommendations or standard practice. If authorized by the DEPARTMENT, working parts recovered from damaged DEPARTMENT equipment may be used if such use does not negatively impact the warranty of equipment in which it is installed.

The following is a listing of typical TMC and Field Devices currently in use: CCTVs, MVDS and Other Detectors, DMS, ADMS, , Blank Out Signs (BOS), Load switches, MMU, Signal Heads, RSU, Field Managed Ethernet switches, Layer 3 Switches, UPS, RPM, Media Converters, Cyber Key Authorizers, Cyber Locks, Diesel Generators, Transformers, Video Encoders, Port Servers, Loop Cards and Controllers, Switch Optics, Preemption Devices and Automatic Transfer Switches. This list is not all inclusive.

Inventory Levels of Spare Parts and Equipment is required to ensure that the service restoration timeframes of this contract will be met.

4.9.3 Software

The VENDOR is expected to use, purchase, or have the following software available for the performance of work described in the contract: Maintenance and Inventory Management System (MIMS), ITS Facility Management (ITSFM), SunGuide, NOEMI, SIIA, MMA, Vendor Master Software (MVDS, CCTV, DMS, Terminal Server) and Generator Software. This list is not inclusive and may be expanded as needed.

4.9.4 Incidental Materials

The VENDOR shall be responsible for providing incidental materials that are necessary to perform the general nature of work described in this CONTRACT.

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4.9.5 Equipment, Machinery, Tools, and Vehicles

The VENDOR shall provide on-site equipment including, but not limited to, bucket trucks, cranes, inspection/maintenance trucks/vehicles, field engineering equipment, air compressor, machinery, tools, materials, cellular phones, and other equipment necessary to perform the service required under this CONTRACT.

The VENDOR shall provide a bucket truck capable of reaching a minimum height of 40 feet for regular use under this CONTRACT. In addition, the VENDOR shall be able to provide a bucket truck capable of reaching 55 feet within 24 hours of request by the DEPARTMENT'S Project Manager.

The VENDOR shall provide maintenance and inspection vehicles for the ITS Project Manager, ITS Maintenance Technician(s), Electrician, and Utility Technician. The VENDOR shall provide the availability of an environmentally controlled van or trailer accustomed for conducting fiber optic fusing splicing and other similar type of work inside the van or trailer, within 48 hours of the request of the DEPARTMENT'S Project Manager. All vehicle(s) shall have sufficient towing and hauling capabilities to carry out the tasks specified in this CONTRACT.

VENDOR logos shall be required on vehicles and equipment dedicated for use and performance of work under this CONTRACT. VENDOR vehicles that are regularly used to perform work under the CONTRACT must have the following markings: VENDOR logo and any other safety messages required for vehicles stopping on limited-access facilities to conform to all safety agency regulations. Vehicles shall be outfitted with the appropriate strobe and safety lights required to perform their field duties.

The VENDOR shall be responsible to provide a new laptop computer with docking station for each primary maintenance staff. The laptop shall be compatible with the TMC network. Computers and individuals using DEPARTMENT technology resources shall comply with the Security and Use of Information Technology Resources policy of the DEPARTMENT.

The VENDOR shall be responsible to provide a minimum of two (2) smartphones to field personnel capable of scanning and processing information through integration with an existing commercial-off-the-shelf Radio Frequency Identification (RFID) technology solution, as provided by the DEPARTMENT. These devices must incorporate the latest version of either the iOS or Android operating system.

The cost of the machinery, equipment tools, and vehicles including, but not limited to pliers, multi-meters, crimp tools, Ethernet packet sniffers, hammers, shovels, battery or electrical power tools, laptop computers, video monitors, vehicles, etc., shall be the VENDOR'S responsibility. The VENDOR shall be responsible for maintaining their equipment, machinery, tools, and vehicles, and all fixed and recurring costs for these items throughout the term of this CONTRACT.

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All measurement equipment and tools shall be calibrated by the manufacturer's certified calibrator and be calibrated on the frequency required by the manufacturer. These equipment and tools include, but are not limited to:

- OTDR,
- Oscilloscopes,
- Waveform and video generators,
- Multi-meters, and
- Earth ground testers,
- Visibility Sensors

The VENDOR shall have a set of the following basic network troubleshooting tools for all field vehicles that will be deployed for any incidents:

- Light Meter and Source
- OTDR (40 km range is suitable for most cases)
- Visual Fault Locator
- Fiber Cleaners (Connector and Bulkhead)
- Ethernet – Cat 5e or higher continuity tester
- Ethernet – Spare patch cables 5 ft or 7 ft (preferred)
- Ethernet – Cable crimping kit with ends
- Electrical – Multimeter with a 600v minimum rating

The DEPARTMENT may, at its sole discretion, provide certain maintenance and measurement tools/equipment for the VENDOR to use under this CONTRACT.

The VENDOR shall maintain and inventory all equipment and tools associated with this CONTRACT, including items provided by the DEPARTMENT. The VENDOR shall ensure that all warranties remain valid on all equipment and that they are properly calibrated for the duration of the CONTRACT.

4.9.5.1 Control of Equipment

The VENDOR shall maintain and store equipment associated with this CONTRACT at the TMC or other location(s) approved by DEPARTMENT'S Project Manager. Storage locations shall be marked specifically for this CONTRACT and shall not be used for any other purposes. Parts or equipment to be stored outside the DEPARTMENT'S storage area shall be authorized by DEPARTMENT'S Project Manager; by default all spare parts or equipment not installed and operating shall be stored at the storage area dedicated to this project as approved by DEPARTMENT'S Project Manager. The VENDOR shall secure a new storage container(s), as necessary, under this CONTRACT to store spare parts at the location(s) designated by the DEPARTMENT. The DEPARTMENT may

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elect for the VENDOR to pick-up and deliver parts as needed to locations in the geographic coverage area of this CONTRACT.

4.10 Criteria for Performance Evaluation (Performance Measures)

Throughout the term of the CONTRACT, the DEPARTMENT will conduct reviews of various phases of the VENDOR'S operations to determine compliance with the CONTRACT and the sufficiency with which control procedures are applied to assure activities are in conformity with CONTRACT provisions and DEPARTMENT procedures. Activities include system availability (uptime), data management, and general performance measures.

Immediate remedial action is required for deficiencies to correct work that is not at the level of accepted performance. Failures to correct deficiencies shall result in assessment of liquidated damages.

4.10.1 Staff Performance

VENDOR staff performance will be reviewed with regard to work quality, professionalism, reliability, and punctuality, and other performance assessments consistent with DEPARTMENT policy.

4.10.2 Availability

The VENDOR will be evaluated with respect to overall responsiveness to DEPARMENT requests. Response times longer than those agreed upon between the VENDOR and the DEPARTMENT or instances when the DEPARTMENT is unable to reach the VENDOR to request services under this CONTRACT will negatively impact evaluation of availability.

4.10.2.1 Staff Availability

VENDOR staff assigned to this CONTRACT will be evaluated with respect to reliability and responsiveness.

4.10.2.2 Response Times

Response times shall be determined by work priority as defined below:

Work Priority	Description
EMERGENCY	Any SYSTEM infrastructure item that is in a condition that is unsafe and/or may present a life-threatening condition, such as structural failure or potential structure failure due to incident or weather damage, system-wide outage, DMS message being stuck on a sign, fiber cuts, electrical risks, or potential fire risks. For signal repairs such as signal in flash or other issues with the display of phasing, signal knockdowns, cabinet knockdowns. Also included is any other response deemed an emergency by the DEPARTMENT'S Project Manager

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Work Priority	Description
URGENT	Any SYSTEM component that results in more than one device being down or unusable by the TMC or creates the potential for a system-wide outage. For signal repairs stuck pedestrian buttons or critical detection failure. Also included is any other response deemed urgent by the DEPARTMENT'S Project Manager.
PRIORITY	Any SYSTEM infrastructure or component service request for general service or installation as deemed a priority by the DEPARTMENT'S Project Manager.
ROUTINE	All other calls.

Work Priority	Response Time
EMERGENCY	En-route in 1 hour (24x7x365) to site.
URGENT	En-route in 3 hours (24x7x365) to site.
PRIORITY	En-route 6 Hours (24x7x365) to site.
ROUTINE	Next Business Day (DOT Holidays Excluded)

4.10.3 Repair Times

The following are the minimum repair times for the devices indicated. CCTV – 24 hours, MVDS – 48 hours, DMS – 24 hours.

5 SERVICES/MATERIALS PROVIDED BY THE DEPARTMENT

Department Contract Management, coordination, access to facilities, reviews, and existing reports/studies will be provided by the DEPARTMENT.

5.1 Contract Management

The DEPARTMENT will assign a Project Manager to be responsible for coordination with the VENDOR and the direct management of their personnel as required performing work on behalf of the DEPARTMENT under this CONTRACT.

5.2 Coordination

The DEPARTMENT Project Manager will assist the VENDOR with coordination of activities and maintenance activities with other stakeholders and work performed on behalf of the DEPARTMENT under this CONTRACT.

5.3 Access to Facilities

The DEPARTMENT will provide access to DEPARTMENT facilities and resources in accordance with DEPARTMENT policies and procedures.

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5.4 Spare Parts and incidental materials

The DEPARTMENT may choose to directly purchase SYSTEM devices, parts, and other materials. The VENDOR will take full responsibility for safeguarding materials provided by the DEPARTMENT in accordance with the requirements of this CONTRACT.

6 Contract Monitoring/Progress Reporting/Coordination

The DEPARTMENT will use VENDOR reports and periodic contact with the VENDOR to monitor the contract and VENDOR compliance with agreement terms and conditions, applicable laws, and regulations. Contract monitoring will also be used to verify that activities are being or have been performed in accordance with this agreement; that deliverables have been completed; that funds have been accounted for and used appropriately; and that the goals and objectives of this CONTRACT are being met by the VENDOR. The VENDOR is required to develop and maintain a two-week "look ahead" schedule to assist with coordination and monitoring of work performed under the CONTRACT. Coordinate the format of the schedule and the frequency of updates with the DEPARTMENT Project Manager.

6.1 Status Reports

The VENDOR shall use MIMS to maintain complete and accurate records for all SYSTEM maintenance activities and any other events relating to the CONTRACT.

Any project records, files, and equipment owned by the DEPARTMENT shall be delivered to the DEPARTMENT within 30 calendar days prior to submittal of the final invoice by the VENDOR. Final payment shall not be rendered by the DEPARTMENT until all of the conditions of the CONTRACT have been met.

The VENDOR shall us MIMS to keep a documented log of each and every asset and device location. Preventive and routine maintenance, repair logs, parts replacement, special notes, recommendations, and equipment warranty records (if available) shall be included as part of the asset and device logs.

Device records, at a minimum, shall include, but not be limited, to the following:

- Device location;
- Date and time of failure;
- Description of failure or issue and impacts;
- Report of failure source;
- Technician responding;
- Arrival time at device location;
- Site conditions noted, i.e., weather, accident, or fire;
- Actions taken (successful or otherwise);
- Date and time of resolution;

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- Spare parts used: type, model, serial, and control number;
- Photo documentation (digital only);
- Replaced parts: type, model, serial, and control number;
- Action for replaced parts, i.e., in-house repair or return to factory; and
- General notes.

It shall be the VENDOR'S responsibility to maintain complete and accurate records of all work activities and all other events relating to this CONTRACT. Project records shall include, but not be limited to, such items as status reports, meeting notes, cost proposals, invoices, current, and historical inventory records, locate tickets and reports, updated as-built plans, time sheets, and VENDOR'S staff records. Project files shall contain all correspondence to and from the VENDOR and subcontractors; consultants; manufacturers; equipment vendors; local, state, and federal agencies; etc., as related to this CONTRACT. These files shall also include all materials information obtained by or given to the VENDOR. All records shall be categorized and organized by date, activity, and subject. Paper documentation shall be scanned into an electronic format and become part of an electronic document repository for the CONTRACT.

The project files shall be established such that they can be delivered to the DEPARTMENT'S Project Manager.

6.1.1 Bi-Weekly Report and Status Meetings

The VENDOR shall prepare and have available for viewing at the request of the DEPARTMENT a bi-weekly status report describing all activities to the DEPARTMENT'S Project Manager. The bi-weekly status reports will be reviewed at the bi-weekly status meeting by the VENDOR and the DEPARTMENT, and shall commence at CONTRACT Notice to Proceed (NTP) and shall continue for the duration of the CONTRACT. This report shall include descriptions of all services performed and results of testing conducted during the report period. This report shall also document and certify that all work has been completed in accordance with manufacturer's specifications or as directed by the DEPARTMENTS Project Manager. The report format shall be coordinated with the DEPARTMENT Project Manager. The report shall be a collection of events, data, calculations, decisions, instructions, notifications, circumstances, and work performed each day during the CONTRACT period. The bi-weekly status report shall include, but not be limited to, the following information:

- Ticket Summary Including:
  - Device location;
  - Date and time of equipment failures identified/reported;
  - Description of failure or issue and impacts;
  - Technician responding;
  - Arrival and departure times;
  - Site conditions noted, i.e., weather, accident, or fire;

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- Actions taken (successful or otherwise);
- Date and time of resolution;
- Parts used: type, model, serial, and control number;
- Photo documentation (digital only);
- Action for replaced parts, i.e., in-house repair or return to factory;

- Preventive Maintenance Schedule/Progress
- Generator Status
- Warranty Period Remaining Evaluation
- ITSFM, NOEMI, NJUNS, SIIA Status
- General notes.

6.2 Transition Plan

The VENDOR shall be responsible for developing a Transition Plan and submitting it for approval to the DEPARTMENT's Project Manager within 30 days after CONTRACT execution date. The transition plan shall detail how the VENDOR will work with the current service provider to ensure a seamless transfer of maintenance service and to ensure continuous (24x7x265) system operation and functionality of all components of the SYSTEM. The transition period will occur from the time of this CONTRACT execution until the time the previous contract expires.

6.3 Project Management Plan

The VENDOR shall be responsible for creating the Project Management Plan and submitting it for approval to the DEPARTMENT'S Project Manager within 30 days after CONTRACT NTP. The Project Management Plan shall include, but not be limited to, the VENDOR'S staffing plan, hiring plan, tiered staff support plan, hurricane evacuation plan, emergency response plan, generator maintenance and refuelling plan, and vehicle maintenance plan.

6.4 Standard Operating Procedures

The VENDOR shall be responsible for developing, maintaining, and further refining SOP for maintenance services and submitting the SOP to the DEPARTMENT'S Project Manager for approval within 60 days after CONTRACT notice to proceed. The SOP shall establish guidelines and procedures for maintenance responsibilities and create an atmosphere conducive to teamwork, accuracy, consistency, and professionalism. At a minimum, the SOP will be reviewed every year, and recommended updates must be submitted to the DEPARTMENT'S Project Manager for review and approval.

7 SUBMITTALS/DELIVERABLES

MIMS Tickets shall be issued through the MIMS System and will serve as the Task Work Order's (TWO's) for any and all work authorized and performed under this contract.

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7.1 Estimates

Estimates shall be submitted on request and attached in the MIMS Ticket for approval prior to receiving approval to begin work.

7.2 Replacement Equipment Submittal

All requests to purchase replacement equipment shall be submitted in the MIMS Ticket for approval prior to ordering.

7.3 Maintenance Documentation

All documentation of action taken shall be entered into the MIMS Ticket prior to resolving the ticket.

7.3.1 Maintenance Checklists

Preventative Maintenance Checklists shall be submitted for approval by the DEPARTMENT within 30 days of NTP. Completed checklists shall be maintained by the VENDOR and subject to review at the request of the DEPARTMENT.

7.3.2 Maintenance Logs

All maintenance activities shall be logged in the MIMS Ticket.

7.3.3 As-Built Plans

The VENDOR shall keep a current copy of all as-built plans through the duration of this contract.

8 WORK AUTHORIZATION AND COMPENSATION

Work authorization and compensation is described in the attached EXHIBIT"B," METHOD OF COMPENSATION.

9 FINANCIAL CONSEQUENCES

9.1 Liquidated Damages

This CONTRACT contains liquidated damages. The VENDOR acknowledges that failure to complete the services by the completion date designated on the CONTRACT document or TWO or meet up-time requirements shall cause the DEPARTMENT to incur damages and seek compensation.

Therefore, in the event the VENDOR fails to complete services by the completion dates designated in the CONTRACT or TWOs, the DEPARTMENT shall exercise the remedy of liquidated damages against the VENDOR, in the amount of $150.00 per day for each calendar day after the designated completion date that the VENDOR fails to complete the services. If the DEPARTMENT allows the VENDOR to continue and finish the services or any part of the services after the expiration of the time allowed, then the

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DEPARTMENT'S action shall in no way act as a waiver on the part of the DEPARTMENT of the liquidated damages due under this CONTRACT. The Vendor shall pay said sum to the DEPARTMENT not as a penalty, but as liquidated damages.

Additionally, the VENDOR is required to certify that ITS components have been maintained in conformance with the device manufacturer recommendations and that warranties remain in effect.

9.2 Other Financial Consequences

It is recognized that this CONTRACT includes "performance based" criteria that shall be evaluated periodically by the DEPARTMENT.

For occurrences where the DEPARTMENT determines that the VENDOR does not meet or exceed the performance standards established herein, the DEPARTMENT shall reserve the right to assess penalties that shall be deducted from the VENDOR'S monthly invoice.

Infractions that will result in invoice payment reductions for nonperformance shall include, but are not limited to:

- Not providing the Preventive Maintenance Plan Schedule when required - $250.00 per occurrence, per day.
- Not providing the maintenance logs when required - $75.00 per occurrence, per day.
- Not conducting preventive maintenance on time and as required - $100.00 per occurrence, per day.
- Not meeting the diagnostic services response times - $75.00 per occurrence, per hour.
- Not meeting response times - $75.00 per occurrence, per hour.
- Not fulfilling warranty requirements - $250.00 per occurrence, per device.
- Not performing an authorized task within the specific time - $75.00 per occurrence, per day.
- Not providing proper level of staffing required - $100.00 per occurrence.
- Not meeting dress code - $75.00 per occurrence.
- Not meeting required inventory levels - $100.00 per occurrence, per day.
- Not submitting progress reports on time - $100.00 per occurrence, per day.
- Not providing the required equipment within 24 hours of the DEPARTMENT'S request - $250.00 per occurrence, per day.
- Not keeping generators fueled - $100.00 per site, per day.
- Not repairing critical loops by the end of the next business day - $250.00 per occurrence, per day.

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- Not restoring a signal in flash to normal operations within 4 hours - $250.00 per occurrence, per day
- Not safe up a signal or controller hit within 4 hours - $250.00 per occurrence, per day
- Not restoring a signal or controller hit with a temporary solution within 1 week - $250.00 per occurrence, per day

The list above is not inclusive of all non-performance that causes payment reductions. For any non-performance infractions not specifically listed above, the DEPARTMENT will notify the VENDOR and add the infraction(s) and assign a payment reduction between the amounts of $75.00 and $250.00 per event depending on the severity of the infraction, as determined by the DEPARTMENT.

Application of this non-performance reduction in payment will not waive the DEPARTMENT'S right to terminate this CONTRACT in the interest of the DEPARTMENT.

9.3 Invoice Payment Reductions

The DEPARTMENT shall reduce invoice payments in order to assess penalties as a result of poor VENDOR performance.

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BEG78

EXHIBIT "B"
METHOD OF COMPENSATION

District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District Five

RFP-DOT-24-5004-ITS

1.0 PURPOSE:

This Exhibit defines the limits of compensation to be made to the Vendor for the services set forth in Exhibit "A", Scope of Services, and the method by which payments shall be made.

2.0 ASSIGNMENT OF WORK:

The Department shall request Vendor services on an as-needed basis. A "Task Work Order" (TWO) will be issued by the Department's Project Manager to authorize all work assigned under this contract. The services authorized shall be initiated and completed in accordance with Exhibit "A", Scope of Services, as directed by the Project Manager.

3.0 COMPENSATION:

For the satisfactory performance of services detailed in Exhibit "A", Scope of Services, the Vendor shall be paid up to a Maximum Limiting Amount of $9,000,000.00. It is agreed that this amount will be the limit of all compensation due the Vendor for performance of the services described in Exhibit "A", Scope of Services. The Vendor shall not provide services that exceed the maximum limiting amount without an approved Amendment from the Department.

The total amount of this agreement is expected to be funded by multiple appropriations and the State of Florida's performance and obligation to pay under this contract is contingent upon annual appropriation by the Legislature.

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Currently, $950,000.00 of the total amount has been approved and encumbered for this contract. Therefore, it is agreed that the Vendor will not be obligated to perform services nor incur costs which would result in exceeding the funding currently approved, nor will the Department be obligated to reimburse the Vendor for costs or make payments in excess of currently established funding. The Department will provide written authorization if and when subsequent funding is approved and encumbered for this contract.

4.0 ESTABLISHMENT OF TASK WORK ORDER (TWO) AMOUNT:

4.1 – ROUTINE, RECURRING SERVICES: The Project Manager may issue a general services TWO for routine, recurring general support services (routine preventative maintenance, diagnostic and troubleshooting services, repairs, and locates, etc.). The TWO shall provide a maximum limiting dollar amount for the services to be performed during the period of time specified in the TWO. The Vendor will only be paid for the actual work completed and will not be paid for work in excess of the maximum limiting amount specified in the associated TWO unless an amendment is issued to the TWO prior to the performance of those services. All work authorizations shall be completed within the term of this Agreement.

4.2 – PROJECT SPECIFIC: For each "Task Work Order" (TWO) the Vendor, following the Scope of Services as set forth in Exhibit "A", Scope of Services, shall prepare an estimate of work and price based on the unit prices established in Exhibit "C", PRICE PROPOSAL FORM, and allowable expenses. Once an acceptable Maximum Amount has been agreed upon by the Vendor and the Department's Project Manager, a "Task Work Order" shall be issued by the Project Manager specifying the work to be done, the timeframe, and the maximum dollar amount for the Task Work Order. The Vendor will only be paid for the actual work completed and will not be paid for work in excess of the maximum limiting amount specified in the associated TWO unless an amendment is issued to the TWO prior to the performance of those services. All work authorizations shall be completed within the term of this Agreement.

5.0 DETAILS OF UNIT PRICES

Details of the Vendor’s Unit Prices for the delivery/performance of the items and services set forth in Exhibit "A", Scope of Services are contained in Exhibit "C", PRICE PROPOSAL FORM, attached hereto and made a part hereof. The contract unit prices shall be firm, net, delivered prices, F.O.B. destination, and shall include all charges for

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packing, handling, freight, distribution, and inside delivery, as well as the costs of salaries, overhead, fringe benefits, operating margin, and any fees or administrative costs related to the items provided and/or the work performed.

Equipment, materials, vehicles, tools, etc. necessary to perform maintenance, locates, parts/equipment replacement, and troubleshooting/diagnostic services are incidental and shall be included in the contract unit prices unless stated otherwise in a TWO. The Vendor will not be allowed a mark-up on the costs of any incidental materials or equipment as those costs are included in the contract unit prices. No additional compensation will be made for preventative and/or routine maintenance activities performed at night.

6.0 PROGRESS PAYMENTS:

The Vendor shall submit monthly invoices (3 copies) in a format acceptable to the Department. For the satisfactory **performance** of the services detailed in each TWO, the Vendor shall be paid up to the Maximum Amount of each Authorization. Payment shall be made, for the items and services provided, at the unit prices specified in Exhibit "C", PRICE PROPOSAL FORM, as approved by the Department.

Payment for expenses shall be made on the basis of actual allowable cost incurred as authorized and approved by the Department. Allowable costs should be task related and not include items normally associated with overhead which is part of the billable rates. **Invoice shall include documentation of hours provided and itemization of costs incurred (including receipts).** Bills for travel expenses authorized by the terms of this Agreement and the Department's Project Manager and shall be submitted in accordance with Section 112.061, Florida Statute.

Invoices shall be submitted to: Florida Department of Transportation

Attn: Lorena Cucek

4975 Wilson Road

Sanford, Florida 32771

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The Vendor has certified that 0% MBE/DBE utilization would be achieved for this contract. If MBE utilization was certified by the Vendor, an MBE payment certification form shall be submitted with each invoice to verify the MBE utilization.

If DBE utilization was certified, DBE payments are to be input each month at the following link: https://www.fdot.gov/equalopportunity.

New users reporting DBE payments will need to contact the FDOT Service Desk at FDOT.ServiceDesk@dot.state.fl.us to get a BizWeb user ID and password to access the application.

7.0 REIMBURSEMENT FOR MANUFACTURER REPAIRS/PARTS

Reimbursement for manufacturer-repairs or replacement parts may be made for the invoiced cost of repairs and parts, plus a mark-up of **10%** and does not include any installation costs. Payment will be made upon acceptance of the system component by the DEPARTMENT. This payment does not include manufacturer repair for items covered by a manufacturer's warranty. The VENDOR shall provide the DEPARTMENT copies of all invoices from material and service providers relating to this contract. An estimate must be approved by the DEPARTMENT'S Project Manager before any parts may be purchased or work may be done.

Approved expense items not contained in this price sheet shall be purchased in accordance with 60A-1.002, Florida Administrative Code, and include a minimum of two quotes for any item greater than $2500. Services by specialists not included in this price sheet may be required at times and shall be obtained by the same practice as commodities.

8.0) DAMAGE CAUSED BY VEHICLE CRASHES

All costs related to repair of damage caused by vehicle crashes shall be borne by the DEPARTMENT. The VENDOR will be responsible for reporting damage found during any of the maintenance tasks defined in Exhibit "A", Scope of Services, which appears to be related to a vehicle crash. The time spent investigating the damage shall be handled, at the DEPARTMENT'S discretion, under a general services TWO held open for on-going support services. An estimate must be approved by the DEPARTMENT'S Project Manager before any work shall be done. When the work is completed, the VENDOR must send a

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copy of the invoice for those repair services to the DEPARTMENT'S Project Manager so that a claim may be filed with the responsible party's insurance company.

9.0 FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained may be forfeited at the end of the agreement period.

10.0 TANGIBLE PERSONAL PROPERTY:

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

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Exhibit "C"

PRICE PROPOSAL FORM

RFP Number: DOT-RFP-23-5004-ITS.

RFP Title: District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District Five

Items/Services to be provided as specified in attached Exhibit "A", Scope of Services.

NOTE: All proposers must prepare their price proposal on the following form and must enter a price for all items. If any unit price boxes are left blank or marked N/A, the proposal shall be considered non-responsive and will be rejected (see Special Condition #21).

NOTE: Proposers will provide a Grand Total Price by multiplying the ESTIMATED QUANTITY times their UNIT PRICE for each Item number listed and totaling all ITEM TOTAL PRICES to produce a Grand Total Price for all Items listed. The Department reserves the right to correct mathematical errors.

*ITEM NO.	ITEM DESCRIPTION	ESTIMATE QTY/UNIT	UNIT	**UNIT PRICE	ITEM TOTAL PRICE
A300-1	CONTRACT ADMINISTRATION	12	MO	$68,341.61	$820,099.32
A300-2	INTERSECTION PROJECT ADMINISTRATION - MONTHLY COST PER INTERSECTION	12	MO	$378.00	$4,536.00
A300-3	SPECIAL PROJECTS PARTS (COST PLUS 10%) PARA 4.1.4.2.	NA	NA		NA
A300-4	COORDINATOR/ADMINISTRATIVE ASSISTANT	700	HR	$65.00	$45,500.00
A300-5	ITS MAINTENANCE TECH	700	HR	$93.18	$65,226.00
A300-6	ELECTRICIAN	350	HR	$107.89	$37,761.50
A300-7	UTILITY TECH	350	HR	$63.78	$22,323.00
A300-8	FIBER TECHNICIAN	700	HR	$72.37	$50,659.00
A300-9	TRAFFIC SIGNAL TECHNICIAN	700	HR	$88.38	$61,866.00
A300-10	ENTRY LEVEL TRAFFIC SIGNAL TECHNICIAN	1400	HR	$52.40	$73,360.00
A300-11	LEAD TRAFFIC SIGNAL TECHNICIAN	700	HR	$93.22	$65,254.00
A102-1-1	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 1	21	DAY	$1,086.87	$22,824.27
A102-1-2	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 2	1	DAY	$1,459.31	$1,459.31
A102-1-3	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 3	4	DAY	$2,146.84	$8,587.36
A102-1-4	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 4	1	DAY	$2,387.25	$2,387.25
A102-1-5	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 5	1	DAY	$793.12	$793.12
A102-1-6	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 6	1	DAY	$3,342.42	$3,342.42
A102-1-7	MAINTNENANCE OF TRAFFIC (MOT) – LEVEL 7	1	DAY	$4,687.23	$4,687.23
A301-1	SNO SHOES	4	EA	$158.44	$633.76
A301-2	CAT 6 PATCH CORDS	25	EA	$21.95	$548.75
A301-3	GROUND RODS	250	LF	$10.31	$2,577.50
A301-4	TERMINAL DOWN GUY, F&I	225	EA	$318.27	$71,610.75
A301-5	MMU CALIBRATION	100	EA	$299.38	$29,938.00
A301-6	TREE ROOT AND BRANCH PRUNING	100	EA	$101.90	$10,190.00
A301-7	WRONG WAY DRIVING DAYTIME PREVENTATIVE MAINTENANCE, PER SITE, MONTHLY	350	EA	$212.96	$74,536.00
A301-8	WRONG WAY DRIVING NIGHTIME PREVENTATIVE MAINTENANCE, PER SITE, ANNUALLY	30	EA	$3,169.23	$95,076.90
A301-9	SCHEDULED PREVENTIVE MAINTENANCE SERVICES	300	EA	$227.89	$68,367.00
630-2-11	CONDUIT, F&I, OPEN TRENCH	200	LF	$11.28	$2,256.00
630-2-12	CONDUIT,F&I, DIRECTIONAL BORE	200	LF	$23.49	$4,698.00
630-2-13	CONDUIT, F&I, ABOVEGROUND	150	LF	$30.00	$4,500.00
630-2-7A	CONDUIT, LOCATE (INITIAL CALL AND UP TO 100')	10	EA	$116.74	$1,167.40
630-2-7B	CONDUIT, LOCATE (ADDITIONAL FOOTAGE BEYOND FIRST 100')	33500	LF	$0.10	$3,350.00
633-1-111	FIBER OPTIC CABLE, F&I, OVERHEAD, 12 FIBERS SM	115	LF	$2.61	$300.15
633-1-112	FIBER OPTIC CABLE, F&I, OVERHEAD, 24 FIBERS SM	2200	LF	$2.69	$5,918.00
633-1-113A	FIBER OPTIC CABLE, F&I, OVERHEAD, 72 FIBERS SM	3350	LF	$3.09	$10,351.50
633-1-113B	FIBER OPTIC CABLE, F&I, OVERHEAD, 96 FIBERS SM	314	LF	$3.16	$992.24
633-1-114	FIBER OPTIC CABLE, F&I, OVERHEAD, 144 FIBERS SM	610	LF	$4.34	$2,647.40
633-1-121	FIBER OPTIC CABLE, F&I, UNDERGROUND, 12 FIBERS SM	325	LF	$2.41	$783.25

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633-1-122	FIBER OPTIC CABLE, F&I, UNDERGROUND, 24 FIBERS SM	525	LF	$2.46	$1,291.50
633-1-123A	FIBER OPTIC CABLE, F&I, UNDERGROUND, 72 FIBERS SM	9500	LF	$2.99	$28,405.00
633-1-123B	FIBER OPTIC CABLE, F&I, UNDERGROUND, 96 FIBERS SM	3400	LF	$3.08	$10,472.00
633-1-124	FIBER OPTIC CABLE, F&I, UNDERGROUND, 144 FIBERS	2100	LF	$4.24	$8,904.00
633-1-410	FIBER OPTIC CABLE, RELOCATE, OVERHEAD	5250	LF	$2.23	$11,707.50
633-1-420	FIBER OPTIC CABLE, RELOCATE, UNDERGROUND	5200	LF	$1.98	$10,296.00
633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	500	EA	$45.59	$22,795.00
633-2-32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	50	EA	$67.00	$3,350.00
633-3-11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE UG	6	EA	$1,568.00	$9,408.00
633-3-11A	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE OH	6	EA	$1,599.00	$9,594.00
633-3-12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	60	EA	$48.00	$2,880.00
633-3-13	FIBER OPTIC CONNECTION HARDWARE, F&I, PRE-TERMINATED CONNECTOR ASSEMBLY	16	EA	$36.87	$589.92
633-3-16A	FIBER OPTIC CONNECTION HARDWARE, F&I, FIELD TERMINATED PATCH PANEL 12	3	EA	$1,984.24	$5,952.72
633-3-16B	FIBER OPTIC CONNECTION HARDWARE, F&I, FIELD TERMINATED PATCH PANEL 24	1	EA	$2,086.79	$2,086.79
633-3-16C	FIBER OPTIC CONNECTION HARDWARE, F&I, FIELD TERMINATED PATCH PANEL 72	2	EA	$6,471.79	$12,943.58
633-3-17	FIBER OPTIC CONNECTION HARDWARE, F&I, CONNECTOR PANEL	1	EA	$136.87	$136.87
633-8-1	MULTI-CONDUCTOR COMMUNICATION CABLE, FURNISH & INSTALL	3750	LF	$5.25	$19,687.50
633-8-4	MULTI-CONDUCTOR COMMUNICATION CABLE, RELOCATE	700	LF	$2.11	$1,477.00
633-8-5	MULTI-CONDUCTOR COMMUNICATION CABLE, ADJUST/MODIFY	700	LF	$1.00	$700.00
634-61	MESSENGER WIRE, F&I	600	LF	$2.32	$1,392.00
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	1	EA	$1,452.27	$1,452.27
635-2-12	PULL & SPLICE BOX, F&I, 24" X 36" X 24"COVER SIZE	3	EA	$2,486.76	$7,460.28
635-2-12A	PULL & SPLICE BOX, F&I, 24" X 36" X 36" COVER SIZE	1	EA	$2,549.45	$2,549.45
635-2-13	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	2	EA	$3,638.97	$7,277.94
635-2-40	PULL & SPLICE BOX, RELOCATE	1	EA	$1,276.09	$1,276.09
635-2-50	PULL & SPLICE BOX, REPAIR	3	EA	$647.87	$1,943.61
639-2-1	ELECTRICAL SERVICE WIRE (#6 TYP.)	1850	LF	$5.25	$9,712.50
639-2-4	ELECTRICAL SERVICE WIRE, RELOCATE	200	LF	$2.25	$450.00
639-3-11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	2	EA	$3,200.81	$6,401.62
639-3-12	ELECTRICAL SERVICE DISCONNECT, F&I, CABINET	3	EA	$3,504.43	$10,513.29
639-3-60	ELECTRICAL SERVICE DISCONNECT, REMOVE	3	EA	$497.38	$1,492.14
639-4-82	EMERGENCY GENERATOR, PREVENTIVE MAINTENANCE AND SERVICE, PORTABLE, 4 CYLINDER	1	MO	$551.51	$551.51
639-4-83	DEPLOYMENT OF FDOT FURNISHED EMERGENCY GENERATOR, INCLUDES MONITORING AND REFUELING	1	DAY	$2,341.79	$2,341.79
639-4-9	EMERGENCY GENERATOR – DIAGNOSIS AND MISCELLANEOUS REPAIR	1	EA	$480.00	$480.00
639-10	ELECTRICAL POWER SERVICE DIAGNOSIS AND MISCELLANEOUS REPAIR	3	EA	$352.16	$1,056.48
641-2-11	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II PEDESTAL	1	EA	$3,260.54	$3,260.54
641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	1	EA	$3,635.48	$3,635.48
641-2-13	PRESTRESSED CONCRETE POLE, F&I, TYPE P-III	1	EA	$7,968.00	$7,968.00
641-2-14	PRESTRESSED CONCRETE POLE, F&I, TYPE P-IV	1	EA	$9,168.00	$9,168.00
641-2-60	CONCRETE POLE, COMPLETE/DEEP REMOVAL, PEDESTAL/SERVICE POLE	1	EA	$2,572.77	$2,572.77
641-2-70	CONCRETE POLE, SHALLOW REMOVAL, POLES 30' AND GREATER	1	EA	$9,248.28	$9,248.28
641-2-80	CONCRETE POLE, COMPLETE/DEEP REMOVAL, POLES 30' AND GREATER	1	EA	$10,246.59	$10,246.59
641-3-163	CONCRETE CCTV POLE, F&I, WITHOUT LOWERING DEVICE, 63'	1	EA	$36,249.60	$36,249.60
641-3-169	CONCRETE CCTV POLE, F&I, WITHOUT LOWERING DEVICE, 69'	1	EA	$36,768.00	$36,768.00
641-3-175	CONCRETE CCTV POLE, F&I, WITHOUT LOWERING DEVICE, 75'	1	EA	$37,423.00	$37,423.00
641-3-180	CONCRETE CCTV POLE, F&I, WITHOUT LOWERING DEVICE, 80'	1	EA	$38,078.00	$38,078.00

641-3-186	CONCRETE CCTV POLE, F&I, WITHOUT LOWERING DEVICE, 86'	1	EA	$38,733.00	$38,733.00
641-3-263	CONCRETE CCTV POLE, F&I, WITH LOWERING DEVICE, 63'	1	EA	$39,929.27	$39,929.27
641-3-269	CONCRETE CCTV POLE, F&I, WITH LOWERING DEVICE, 69'	1	EA	$41,180.16	$41,180.16
641-3-275	CONCRETE CCTV POLE, F&I, WITH LOWERING DEVICE, 75'	1	EA	$43,417.78	$43,417.78
641-3-280	CONCRETE CCTV POLE, F&I, WITH LOWERING DEVICE, 80'	1	EA	$44,208.79	$44,208.79
641-3-286	CONCRETE CCTV POLE, F&I, WITH LOWERING DEVICE, 86'	1	EA	$45,579.50	$45,579.50
641-3-00	CONCRETE CCTV POLE, INSTALL	1	EA	$29,760.00	$29,760.00
641-7-0	CONCRETE CCTV POLE, SHALLOW REMOVAL	1	EA	$8,840.52	$8,840.52
641-8-0	CONCRETE CCTV POLE, DEEP REMOVAL	1	EA	$10,013.25	$10,013.25
660-3-31	VEHICLE DETECTION SYSTEM- MICROWAVE, INSTALL FDOT FURNISHED CABINET EQUIPMENT	3	EA	$575.00	$1,725.00
660-3-32	VEHICLE DETECTION SYSTEM- MICROWAVE, INSTALL FDOT FURNISHED ABOVE GROUND EQUIPMENT	3	EA	$975.00	$2,925.00
660-3-42	VEHICLE DETECTION SYSTEM - MICROWAVE, RELOCATE, ABOVE GROUND EQUIPMENT	3	EA	$1,985.17	$5,955.51
660-3-51	VEHICLE DETECTION SYSTEM- MICROWAVE, ADJUST/MODIFY, CABINET EQUIPMENT	3	EA	$363.24	$1,089.72
660-3-52	VEHICLE DETECTION SYSTEM - MICROWAVE, ADJUST/MODIFY, ABOVE GROUND EQUIPMENT	3	EA	$975.00	$2,925.00
660-3-60	VEHICLE DETECTION SYSTEM - MICROWAVE, REMOVE	3	EA	$450.00	$1,350.00
660-3-80	VEHICLE DETECTION SYSTEM - MICROWAVE, PREVENTIVE MAINTENANCE	3	EA	$858.80	$2,576.40
660-3-90	VEHICLE DETECTION SYSTEM - MICROWAVE, DIAGNOSIS AND MISCELLANEOUS REPAIR	3	EA	$306.72	$920.15
676-2-111	F&I, ITS CABINET, POLE MOUNT, 336, 24"W x 36"H x 20"D	1	EA	$7,877.94	$7,877.94
676-2-112	F&I, ITS CABINET, POLE MOUNT, 336S, 24"W x 46"H x 22"D	1	EA	$7,877.94	$7,877.94
676-2-121	F&I, ITS CABINET, POLE MOUNT WITH SUNSHIELDS, 336, 24"W x 36"H x 20"D	1	EA	$7,877.94	$7,877.94
676-2-122	F&I, ITS CABINET, POLE MOUNT WITH SUNSHIELDS, 336S, 24"W x 46"H x 22"D	1	EA	$7,877.94	$7,877.94
676-2-133	F&I, ITS CABINET, BASE MOUNT, 334, 24"W x 66"H x 30"D	1	EA	$9,310.81	$9,310.81
676-2-143	F&I, ITS CABINET, BASE MOUNT WITH SUNSHIELDS, 334, 24"W x 66"H x 30"D	1	EA	$9,310.81	$9,310.81
682-1-30	ITS CCTV CAMERA, INSTALL	12	EA	$975.00	$11,700.00
684-1-3	MANAGED FIELD ETHERNET SWITCH, INSTALL	4	EA	$457.87	$1,831.48
684-5-3	MEDIA CONVERTER, INSTALL	4	EA	$58.00	$232.00
684-6-11	WIRELESS COMMUNICATION DEVICE, INSTALL, ETHERNET ACCESS POINT	10	EA	$1,075.00	$10,750.00
685-106	SYSTEM AUXILIARIES, INSTALL, UNINTERRUPTIBLE POWER SOURCE	10	EA	$575.00	$5,750.00
				TOTAL	**$2,496,280.90**

See Exhibit "B", Method of Compensation, section 5.0 for Details of Unit Prices.

MFMP Transaction Fee:

All payment(s) to the vendor resulting from this competitive solicitation WILL be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

NOTE: In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Proposer: ADVANCED CABLING Solutions **FEID #** 59-3511800

Address: 201 Reece Way Suite 1431 **City, State, Zip** CASSELBERRY FL 32707

Authorized Signature: R. David Muniz **Date:** 12-14-23

Printed / Typed: R-DAVID MUNIZ **Title:** SECRATARY/TREASURER

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

CONTRACT #: BEG78

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

A. It is understood and agreed that all rights of the Florida Department of Transportation relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S. Department of Transportation (hereinafter "USDOT"), not withstanding anything to the contrary in this Agreement.

C. Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the USDOT, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

D. Nondiscrimination: The Contractor, with regard to the work performed during the Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

E. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

F. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

G. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the Agreement until the Contractor complies, and/or
b. cancellation, termination or suspension of the Agreement, in whole or in part.

H. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (C) through (I) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to

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TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

protect the interests of the United States.

I. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by USDOT regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

J. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

L. Participation by Disadvantaged Business Enterprises (“DBE”): The Contractor shall agree to abide by the following statement from 49 CFR 26.13(b). The statement that follows shall be included in all subsequent agreements between the Contractor and any sub-contractor or contractor:

> “The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.”

Pursuant to 49 CFR 26.11(c) , the Contractor shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation’s Equal Opportunity Compliance (EOC) system. The Contractor shall request access to the EOC system using Form No. 275-021-30.

M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

N. It is understood and agreed that if the Contractor at any time learns that the certification it provided the Florida Department of Transportation in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Contractor shall provide immediate written notice to the Florida Department of Transportation. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Contractor in all lower tier covered transactions and in all aforementioned federal regulation.

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TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

O. The Florida Department of Transportation hereby certifies that neither the Contractor nor the Contractor's representative has been required by the Florida Department of Transportation, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Florida Department of Transportation further acknowledges that this Agreement will be furnished to a federal agency, in connection with this Agreement involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

P. The Contractor hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this contract (except a bona fide employee or Agency); or
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract (except a bona fide employee or Agency).

The Contractor further acknowledges that this Agreement will be furnished to the Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Q. Federal-aid projects for highway construction shall comply with the Buy America provisions of 23 CFR 635.410, as amended (where applicable).

R. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract" in 41 CFR Part 60-1.3 shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" (where applicable).

S. Clean Air Act: The Contractor agrees to comply with applicable standards, orders or regulations issued pursuant to Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the Department of Transportation (Department) and understands and agrees that the Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

T. Federal Water Pollution Control Act: The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

U. Byrd Anti-Lobbying: Contractors awarded a contract of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS: (Compliance with 49CFR, Section 20.100 (b)) (1) The Contractor certifies that: (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or

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TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

Federal agency, a member of the Florida Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities". (2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. (3) The Contractor also certifies by signing this contract that the Contractor shall require the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

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State of Florida
PUR 1000
General Contract Conditions

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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

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4. **Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.

   (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

   (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

   (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

   (d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

   (e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. **Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. **Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted

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commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. **Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. **Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. **Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. **Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. **Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor

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shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. **Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. **Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

    For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

    Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

    Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. **Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any

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other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. **Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. **Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. **Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS.The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the

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Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. **Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

    Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

    The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. **Limitation of Liability.** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of $100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the

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Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. **Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. **Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. **Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that

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the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. **Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. **Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. **Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the

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solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. **Purchase Order Duration.** Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

    Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

    Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

    The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

    Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

    Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise

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linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. **Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. **Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

    Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. **Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject

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and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. **Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. **Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. **Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. **Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. **Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. **Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency

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designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. **Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at http://www.pridefl.com.

41. **Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

42. **Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

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43. **Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

    State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. **Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. **Annual Appropriations.** The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. **Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. **Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

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State of Florida
PUR 1001
General Instructions to Respondents

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1. Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.

(b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.

(c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.

(d) "Response" means the material submitted by the respondent in answering the solicitation.

(e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

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2. **General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. **Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

   - an electronic signature on the response, generally,
   - an electronic signature on any form or section specifically calling for a signature, and
   - an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

4. **Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

   - Technical Specifications,
   - Special Conditions and Instructions,
   - Instructions to Respondents (PUR 1001),
   - General Conditions (PUR 1000), and
   - Introductory Materials.

   The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

5. **Questions.** Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within

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the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. **Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. **Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

   - submitting a bid on a contract to provide any goods or services to a public entity;
   - submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
   - submitting bids on leases of real property to a public entity;
   - being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
   - transacting business with any public entity in excess of the Category Two threshold amount ($25,000) provided in section 287.017 of the Florida Statutes.

8. **Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

   - submit a bid on a contract to provide any goods or services to a public entity;
   - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
   - submit bids on leases of real property to a public entity;
   - be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
   - transact business with any public entity.

9. **Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent

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cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.

- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.

- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.

- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.

- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:

    - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or

    - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

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- The product offered by the respondent will conform to the specifications without exception.

- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.

- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.

- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.

- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.

- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. **Manufacturer's Name and Approved Equivalents.** Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. **Performance Qualifications.** The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

    Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the

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product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

12. **Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

13. **Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://www.myflorida.com/apps/vbs/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

14. **Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

15. **Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

16. **Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

17. **Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a

Attachment: Exhibit A - Contract BEG78 Package (2025-R-32 : CRA Utilities Undergrounding for ITS Phase III)

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respondent in preparing or producing its response or for any work performed before the Contract is effective.

18. **Contract Overlap.** Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

19. **Public Records.** Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

20. **Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

    Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

    Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

    Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

21. **Limitation on Vendor Contact with Agency During Solicitation Period**. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Attachment: Exhibit A - Contract BEG78 Package (2025-R-32 : CRA Utilities Undergrounding for ITS Phase III)

201 Reece Way Suite 1431, Casselberry, FL 32707

ITS MAINTENANCE CONTRACT Agreement No. BEG78

To: City of Holly Hill

Attn: Dave King

Description Of Work: Holly Hill and South Daytona Conduit Proofing Only (Proofing, Tone Wire and 5 PB additions)

Tel: 386-337-3273

E-Mail: David.King@meadhunt.com

No: 040425

Date: April 04, 2025

Quotation by:

Phone: 407-339-6636

Fax: 407-339-3822

Item	Bid Item	Description	U/M	Est Qty	Unit Price($)	Est. Cost
	A300-5	ITS MAINTENANCE TECH	HR	80	$93.18	$7,454.40
	A300-9	TRAFFIC SIGNAL TECHNICIAN	HR	80	$88.38	$7,070.40
	A102-1-1	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 1	DAY	5	$1,086.87	$5,434.35
	A102-1-5	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 5 **(FOR SIDEWALK REPAIR)**	DAY	5	$793.12	$3,965.60
	630-2-11	CONDUIT, F&I, OPEN TRENCH	LF	100	$11.28	$1,128.00
	633-1-121	FIBER OPTIC CABLE, F&I, UNDERGROUND, 12 FIBERS SM (**F&I Tone Wire)**	LF	5,250	$2.41	$12,652.50
	635-2-12	PULL & SPLICE BOX, F&I, 24" X 36" X 24"COVER SIZE	EA	5	$2,486.76	$12,433.80

$50,139.05

Attachment: Exhibit B - ACS Proposal (2025-R-32 : CRA Utilities Undergrounding for ITS Phase III)

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2024-2025

Requesting Department			Date
Public Works			4/22/20

ADD FUNDS TO ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
130-0000-389-1000		Carry forward	50,139.0
139-0000-381-0130		Transfer from CRA Fund	50,139.0
		Total	100,278.1

ADD FUNDS TO ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
130-8110-581-0139		Transfer to CRA Capital	50,139.0
139-8110-580-6300	22ST08	Infrastructure	50,139.0
		Total	100,278.1

Purpose of Transfer: (include as much detail as possible)

To budget for the installation of underground utilities with the piggyback of FDOT contract with Advanced Cabling Systems, Inc. For the Ovehead to Underground Project 22ST08.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. addition funds can only be expended after amendment is completed.

---------- Management Approvals----------

_____ _____

Department Head Signature Date

_____ _____

City Manager Signature Date

---------- For Finance Use Only ----------

Finance Review

_____ _____ _____

Finance Director Signature Date Resolution #

Attachment: Attachment A - BAR Advanced Cabling Systems.xlsx (2025-R-32 : CRA Utilities Undergrounding for ITS Phase III)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **April 22, 2025**
FROM: **Valerie Manning**
SUBJECT: **Minutes - April 8, 2025 - Regular City Commission and First PH on CRA Plan Amendment Meeting**
NUMBER: **(ID # 4855)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the April 8, 2025 regular City Commission and CRA first public hearing on the CRA Plan Amendment.

MOTION:

Approve the minutes as submitted by staff.

- Minutes - April 8, 2025 - Regular CC and First PH on CRA Plan Amendment meeting (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● APRIL 8, 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	Present	

b. Invocation by City Commissioner Roy Johnson
Commissioner Johnson led the invocation.

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

2. PRESENTATION

1.

Proclamation - Sexual Assault Awareness Month - April

(Requested by Valerie Manning, City Clerk)
Family Life Center Representatives who were present for the reading of the proclamation:
Erin Shannon, Sexual Assault Services Coordinator for Volusia and Flagler Counties and Tanya Harper, Sexual Assault Services Advocate

RESULT: **NO VOTE NEEDED**

3. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners: Steve Updike, Holly Hill and Wayne Johnson, Holly Hill.

4. APPROVAL OF MINUTES

1.

Attachment: Minutes - April 8, 2025 - Regular CC and First PH on CRA Plan Amendment meeting (4855 : Minutes)

Minutes - March 25, 2025 - Regular City Commission and CRA Meeting

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 8th day of April, 2025, in Holly Hill

5. CONSENT AGENDA - ITEMS (1 - 3)

Mayor Penny asked if there was any member from the audience who wished to speak on any item on the Consent Agenda or if any member of the Commission wished to pull an item for further discussion. Commissioner Currie asked to pull Resolution 2025-R-28 on the Consent Agenda for further discussion.

At this time the Mayor and Commissioners voted on Consent Agenda items 2 and 3. No public comments on these two items.

1. -2025-R-28 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Memorandum of Agreement Between the United States Immigration and Customs Enforcement and the Holly Hill Police Department; Providing for Severability; and Providing for an Effective Date.

(Requested by Byron Williams, Police)
Mayor Penny opened public participation for this Consent Agenda item.
Jim Legary, Holly Hill.
Mayor Penny closed public participation.
Consent Agenda Item number 1, Resolution 2025-R-28 for further discussion.
Commissioner Currie stated, "on February 19, 2025 Governor DeSantis implemented an Immigration and Enforcement memorandum of agreement for all County and City elected officials to agree to and support. This agreement is for our sworn officers to be given training and authority to conduct the duties of ICE. Although currently, Florida law requires local law enforcement to cooperate with Federal Immigration Enforcement. Immigration Advocacy groups have filed a lawsuit in Federal Court in Miami challenging the constitutionally of Florida's new immigration law (SB 4-C). US District Judge Kathleen Williams has temporarily blocked its enforcement. The concerns with approving this agreement are:
Human Rights Concerns: The agreement might lead to the violation of basic human rights, such as the right to seek asylum.
Economic Impact: Immigrants contribute significantly to Florida's economy, particularly in industries such as agriculture, construction, and tourism. This could cause labor shortages or disrupt businesses. The Governor is currently wanting to change our child labor laws to cover the shortages from immigrants.
Family Separation: a big concern is the enforcement could lead to family separations, as

Attachment: Minutes - April 8, 2025 - Regular CC and First PH on CRA Plan Amendment meeting (4855 : Minutes)

parents might be detained or deported while their children are left behind.
Fear and Distrust: an increased fear within the immigration communities, deterring people from reporting crimes, seeking medical care, or education for children.
Legal and Ethical Issues: such agreements may violate U.S. Constitutional rights, such as due process and is already being challenged in Federal Courts. One might pose the question, Is it ethically wrong to punish people simply for seeking a better life?
Impact on our Police Department: is the agreement going to cause our agency to be distracted from their primary duties? Are we going to be strained for resources?
I agree that reformed immigration policies need to be implemented to those individuals seeking a better life that offer a more streamlined process, prioritize human dignity and safety over enforcement measures. However; someone is not a criminal for entering the Country without immigration status, as that would be a civil infraction and not criminal. The Governor and Florida Attorney General have threatened elected officials who decide to vote against this measure with an investigation, as they say that action may violate State law. Suspend any Local Officials that vote against the measure. Lastly, the City would be at risk of losing federal and/or state funding. My fellow constituents this is not the "free state of Florida" as proclaimed by the Governor last year. When elected officials face retribution for voting against a measure that could be violating basic human rights as stated in the US Constitution. I cannot ethically or morally vote to support this measure."
Commissioner Snow stated she doesn't know what she can add except everybody is looking for somebody's permission to abuse immigrants. If you can get permission from your grandparents then come talk to me because we're all immigrants.
Commissioner DeLanoy stated he just doesn't agree.
Mayor Penny asked him, which side?
Commissioner DeLanoy stated there's illegal immigrants and there's illegal immigrants. Illegal immigrants come here under different situations, most of the immigrants that came here to this country came here…he can't say most of the immigrants came to this country, this is a big controversial thing that's going on right now. He agrees, people are just seeking asylum. South America is in a distraught place, Mexico, all those areas down there and even overseas, the whole world's in a distraught place. The United States is in a very comfortable position compared to the rest of the world but people come here in a process. Every single immigrant that has come here, unless they got by somehow, came here with a process. Now, sometimes it's not easy to come here through due process, that's agreeable. It is. In the past 20 years it's actually gotten harder, of course, our borders opened up and significantly, in the last four years so many people came to this country without due process of it. Some of them were terrible people. He's not going to rant and rave about how many criminals came across the border or anything like that. He's sure there's a lot of good people that came across the border but they didn't come through in due process. They didn't come through legally and if we have to uphold the law, which is what our police officers do, whether it's a Federal law, State law, city ordinance or anything else then we need to look for that. We need to help that happen. As far as some of the other comments that were made, he means some of them are kind of scrabbly. He doesn't want to get into too much detail. It's just the way he feels about it. Yes, he gets it. It's a hard thing to do but the border should not have been opened to let all this happen, the way it did, to where we have to clean this up in a manner that we're doing it. It's going to get rough. It hasn't even begun yet and it is going to be sad in some cases. Hopefully, the policemen that are involved with it will take into consideration of

Attachment: Minutes - April 8, 2025 - Regular CC and First PH on CRA Plan Amendment meeting (4855 : Minutes)

the families and the process they have to go through with it.

Mayor Penny stated he doesn't disagree with the many statements that have been made here on both sides but tonight, he doesn't believe that's the question before them tonight. The question before them is our Home Rule has been violated. This is not our decision to come up with this Ordinance, to come up with this law, to come up with this process. The question before them tonight is are we going to comply with the Governor's Order? Mayor Penny stated he fears that there may be retribution if this Commission, in this city, does not comply with the Governor's Order that they risk repercussions. Although he agrees with many of the things that have been said here, he will vote in favor of this because he believes the city has to comply with the Governor's Order much as if RFK were to say tomorrow that fluoride will be taken from our water system. It's not my personal decision but it's something that we have to comply with. It's just another reason where Home Rule is so important. We are the local government. We are the closest government to the people. We hear you. We react to you. We shop in the same grocery stores. We go to many of the same churches and we interact with each other quite often and these decisions are made at a higher level. You may not like that but I think we have to comply with it.

Mr. Forte stated Mayor, I would like to give options. I am the grandchild and great-grandchild of immigrants that came through Ellis Island, that may be why I don't like American History so much, I have no connection to it. I can give you an option. The option is to move forward as you suggested with the vote to support me executing this. The other option is to vote either in support or in opposition to the MOU without authorizing me to execute it and then I'll make the decision to execute it alone.

Commissioner Currie stated she doesn't think it's fair to put that on you.

Mr. Forte stated it's an option. He's just putting an option on the table to provide cover.

Mayor Penny stated there's a third option.

Commissioner Currie stated she doesn't think they need that option, Mr. Forte. She appreciates it though, she really does.

Mayor Penny stated he doesn't think it's fair to put it all on you, Mr. Forte. He thinks there's a third option. Either the maker of the motion or the Commissioner that seconded the motion could withdraw that and then there would be no formal action taken by this Commission.

Commissioner Currie stated just for the record, out of all due respect, you know I respect you very much, I decline to withdraw my motion.

Mayor Penny stated that puts it on you, Commissioner Snow.

Commissioner Currie asked if she could have one last comment. This isn't about disrespecting anybody up here. We all have different beliefs in the way things should happen. We all have different outlooks. I am not trying to disrespect anyone up here. I just want to lay that down because I do respect each of you. I understand that it's a mandate from the Governor. First of all, I don't think it's fair to mandate that an elected official, elected by the citizens where they live, can tell me how to vote. That's taking my citizens' power away. I just have to stand for what is believed to be the right thing. I prefer that we take a vote on this.

Mayor Penny stated and he will speak for himself, Commissioner Currie. I don't feel disrespected. I don't think anyone…

Commissioner Currie stated she just wanted to make that clear.

Mayor Penny stated I don't think anyone feels disrespected. I agree with your passion. I don't disagree with your position. I just don't feel that this city has any option and I

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applaud you for voicing your concern but many things come down from Tallahassee that we have to accept. If Tallahassee decides to do away with the CRAs tomorrow then CRAs are done with. That's another local decision that we just can't make.
Commissioner Currie stated she agrees.
Mayor Penny stated he's not trying to change her mind. He appreciates her passion.
Commissioner Currie stated to her, this is a human rights issue so that's where she stands.
Commissioner Johnson stated we are elected here to do what's best for the city and sometimes we just have to leave our personal feelings out of it and do what's best for the City of Holly Hill.
Commissioner Snow stated I think I'm in a hard decision place and there's two things that affect me. Number one, I don't know what my constituents think because this is a first reading, first time we've talked about it. I don't really know how to vote for the benefit of the citizens who elected me. I cannot vote on my feelings alone and I cannot seem to find a way to vote because there's evidence or a law that's not right here so I am going to maintain my motion.
Mayor Penny asked if there was any further discussion needed before we call for a vote.
PASSED, 3-2. (Currie - No; Snow - No; DeLanoy - Yes; Johnson - Yes; Mayor Penny - Yes)

RESULT:	**ADOPTED [3 TO 2]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Debra Snow, City Commissioner
AYES:	Penny, DeLanoy, Johnson
NAYS:	Snow, Currie

RESOLUTION
2025-R-28
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE MEMORANDUM OF AGREEMENT BETWEEN THE UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT AND THE HOLLY HILL POLICE DEPARTMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE MEMORANDUM OF AGREEMENT BETWEEN THE UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT AND THE HOLLY HILL POLICE DEPARTMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The United States Immigrations and Custom Enforcement, hereafter referred to as ICE, and the Holly Hill Police Department, hereafter referred to as HHPD, are criminal justice agencies, formally recognized by the Federal Bureau of Investigations and the Florida Department of Law Enforcement; and

WHEREAS, ICE, a component of the Department of Homeland Security, delegates to nominated, trained, and certified officers or employees of the HHPD the authority to

Attachment: Minutes - April 8, 2025 - Regular CC and First PH on CRA Plan Amendment meeting (4855 : Minutes)

perform certain immigration enforcement functions under the direction and supervision of ICE within HHPD's jurisdiction; and

WHEREAS, This Memorandum of Agreement sets forth the scope of the immigration officer functions that Department of Homeland Security is authorizing HHPD to perform; and

WHEREAS, Nothing contained within the Memorandum of Agreement shall otherwise limit the jurisdiction and powers normally possessed by HHPD personnel as members of HHPD; and

WHEREAS, The exercise of the immigration enforcement authority granted under this Memorandum of Agreement to HHPD personnel shall occur only as provided in this agreement.

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 this Memorandum of Agreement between The United States Immigrations and Custom Enforcement and HHPD.

SECTION 2. Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-276, authorizes the Secretary of Homeland Security, or her designee, to enter into written agreements with a State or any political subdivision of a State, so that qualified officers and employees can perform certain functions of an immigration officer.

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 8th day of APRIL, 2025.

Enacted and approved this 8th day of April, 2025, in Holly Hill

Attachment: Minutes - April 8, 2025 - Regular CC and First PH on CRA Plan Amendment meeting (4855 : Minutes)

2. –2025-R-29 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving a Contract with TC Metal Roofing, LLC in the Amount of $69,000.00 to Replace the Roof at the Water Treatment Facility and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Josef Grusauskas, Public Works)

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

RESOLUTION
2025-R-29
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A CONTRACT WITH TC METAL ROOFING, LLC IN THE AMOUNT OF $69,000.00 TO REPLACE THE ROOF AT THE WATER TREATMENT FACILITY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A CONTRACT WITH TC METAL ROOFING, LLC IN THE AMOUNT OF $69,000.00 TO REPLACE THE ROOF AT THE WATER TREATMENT FACILITY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Due to its age and condition, the roof of the Water Treatment Facility is in need of replacement; and

WHEREAS, Four (4) properly solicited bids were received from contractors to perform this roof work; and

WHEREAS, a unanimous recommendation was reached by a selection Committee recommending that the contract for the replacement of the Water Treatment Facility roof be awarded to TC Metal Roofing, LLC.

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

SECTION 1. That the City Commission of the City of Holly Hill approve a contract with TC Metal Roofing, LLC in the amount of $69,000.00 to replace the roof at the Water Treatment Facility 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 8th day of APRIL, 2025.

Enacted and approved this 8th day of April, 2025, in Holly Hill

3. -2025-R-30 Resolution

A Resolution of the City of Holly Hill, Florida, Approving the Five-Year Renewal Agreement and Engagement Letter for Auditing Services with James Moore & Co., and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

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

RESOLUTION
2025-R-30
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FIVE-YEAR RENEWAL AGREEMENT AND ENGAGEMENT LETTER FOR AUDITING SERVICES WITH JAMES MOORE & CO., AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FIVE-YEAR RENEWAL AGREEMENT AND ENGAGEMENT LETTER FOR AUDITING SERVICES WITH JAMES MOORE & CO., AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill desires to continue to utilize the auditing services of James Moore & Co.; and

WHEREAS, James Moore & Co., has completed their first five year contractual agreement with the City of Holly Hill and both parties wish to renew the Agreement and engagement letter for the first of two additional five-year periods for the auditing services for the City and the Community redevelopment Agency.

Attachment: Minutes - April 8, 2025 - Regular CC and First PH on CRA Plan Amendment meeting (4855 : Minutes)

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

SECTION 1. The City Commission approves the first of two five-year renewal agreements and engagement letters.

SECTION 2. The City Commission authorizes the City Manager to execute the Agreement.

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

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

APPROVED AND AUTHENTICATED on this 8th day of APRIL, 2025.

Enacted and approved this 8th day of April, 2025, in Holly Hill

6. REGULAR AGENDA

1. -2025-R-31 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of a Advance Water Meter Infrastructure (AMI)System from Badger Meter, Inc., Using the City of Pinellas Park's RFP #24.001; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)
Mayor Penny opened public participation. No one spoke.

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

RESOLUTION
2025-R-31
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF A ADVANCE WATER METER INFRASTRUCTURE (AMI)SYSTEM FROM BADGER METER, INC., USING THE CITY OF PINELLAS PARK'S RFP #24.001; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Attachment: Minutes - April 8, 2025 - Regular CC and First PH on CRA Plan Amendment meeting (4855 : Minutes)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF AN ADVANCE WATER METER INFRASTRUCTURE (AMI) SYSTEM USING THE CITY OF PINELLAS PARK'S CONTRACT AWARDED UNDER RFP# 24.001; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill desires to purchase an Advance Water Meter Infrastructure (AMI) system from Badger Meter, Inc., under the City of Pinellas Park's software services agreement awarded under RFP #24.001; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form inter-governmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts; and

WHEREAS, the City Commission of the City now desires to (I) authorize and approve the form of the contract by the City of Pinellas Park's water metering system agreement and any other documents awarded under RFP #24.001; and

WHEREAS, the City has determined that in this circumstance, piggybacking onto an agreement entered into by the City of Pinellas Park, is the most economically advantageous way to procure these goods and services; and

WHEREAS, the City has performed all acts, conditions, and things relating to the acquisition of the water metering system as are required by the Constitution and Laws of the State of Florida, and the Charter and Code of Ordinances of the City.

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

SECTION 1. AUTHORITY FOR RESOLUTION. This Resolution is adopted pursuant to Article VIII, Section 2, of the Constitution of the State of Florida and Chapter 166, Florida Statutes, (collectively, the "Act")., as well as the City Charter and Code of Ordinances.

SECTION 2. DEFINITIONS. As used herein:

(a). "City" means the City of Holly Hill, Florida.

(b). "City Manager" means the City Manager of the City or designee.

Attachment: Minutes - April 8, 2025 - Regular CC and First PH on CRA Plan Amendment meeting (4855 : Minutes)

(c). "Clerk" means the Clerk of the City or designee.

(d). "Finance Director" means the Finance Director of the City.

(e). "Mayor" means the Mayor of the City or in the Mayor's absence or unavailability the Vice-Mayor.

(f). "City Attorney" means the City Attorney of the City or designee.

SECTION 3. FINDINGS AND AWARDS.

(a). The findings and declarations of the City contained in the above WHEREAS clauses are hereby incorporated as a part of this Resolution.

(b). It is in the best interest of City and its inhabitants to contract with Badger Meter, Inc. to purchase AMI.

(c). It is hereby ascertained, determined and declared that in light of prevailing and anticipated market conditions, it is in the best interests of the City to enter into a contact Badger Meter, Inc. to purchase AMI.

SECTION 4. Authorization of Contract. The forms of the scope of services and contract documents attached hereto, Exhibit B, or as may be required to be modified are hereby approved. The City Manager is hereby authorized to execute said agreement for Advanced Water Metering (AMI) system purchase, in substantially the forms attached hereto. The total one time costs shall be $1,094,431.24 with the year one cellular service annual fees of $48,870.24. All further costs are contingent upon future budget appropriations.

SECTION 5. Additional Authorizations Concerning the Scope of services and Contract. The City Manager, or designee(s), are hereby charged with the responsibility for implementing the agreement for purchase of AMI system.

SECTION 6. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 7. CONFLICTS. All resolutions of the City or parts thereof in conflict herewith, if any, are hereby repealed to the extent of such conflict.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of APRIL , 2025.

Enacted and approved this 8th day of April, 2025, in Holly Hill

7. PUBLIC HEARINGS

1. –2025-O-3084 Ordinance

Attachment: Minutes - April 8, 2025 - Regular CC and First PH on CRA Plan Amendment meeting (4855 : Minutes)

FIRST READING - an Ordinance of City of Holly Hill, Florida, Adopting the Amended Holly Hill Community Redevelopment Plan; Providing for a Ten-Year Extension of the City of Holly Hill Community Redevelopment Agency's Operational Timeframe; Providing for a Ten-Year Extension of the City of Holly Hill Community Redevelopment Area Redevelopment Trust Fund; Providing for the County TIF Contribution Rates for the Holly Hill Redevelopment Trust Fund; Providing for Severability; Providing for Inclusion in the Holly Hill Code; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)
Mr. Walker explained and went through a few pages of the CRA Plan amendment that was included in the agenda packet with the Mayor and City Commissioners and introduced Amy Zengotita the city's Economic Development Manager/CRA Coordinator who went through the next steps and process between the city and the County.
Mayor Penny opened public participation.
Jim Legary, Holly Hill.
Mayor Penny closed public participation.

RESULT:	**APPROVED AT 1ST READING [UNANIMOUS]**	**Next: 4/22/2025 6:00 PM**
MOVER:	Penny Currie, City Commissioner	
SECONDER:	Jeffrey DeLanoy, City Commissioner	
AYES:	Penny, Snow, Currie, DeLanoy, Johnson	

2. 2025-O-3085 Ordinance

First Reading - an Ordinance of the City of Holly Hill, Volusia County, Florida, Annexing by Voluntary Petition Approximately 1.028 Acres Identified as Parcel Number 4242-04-21-0140 Contiguous to the City of Holly Hill; Redefining Boundaries of the City of Holly Hill to Include Said Property and the Adjacent Right-Of-Way of Nova Road; Directing the City Clerk to File the Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of Volusia County and with the Department of State; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

(Requested by Brian Walker, Board of Planning and Appeals)
Mr. Walker went through the staff report with the Mayor and City Commissioners. This is a request for voluntarily annexation for 1152 S Nova Road. Annexing 1.028 acres on the west side of Nova Road approximately 475 feet south of Golf Avenue. The parcel is developed with a 1,796 square foot structure and is currently used for trailer sales. The applicant has submitted a petition for annexation and proposes to sell RVs at the site. This request is a companion to a request for a comprehensive plan amendment and rezone. The proposed comprehensive plan map amendment will request General Commercial which is consistent with the abutting land uses as well as that of other land uses along Nova Road. The proposed zoning is CC-1 (Commercial Corridor) and is also consistent with the zoning of abutting properties. Florida Statutes Section 171.044 presents the requirements for voluntary annexation. The subject property is contiguous to the current city limits on two sides, and the annexation will result in a city limit that is reasonably compact. Therefore, the request meets the statutory requirements.

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Mayor Penny opened public participation. No one spoke.

RESULT:	**APPROVED AT 1ST READING [UNANIMOUS] Next: 5/13/2025 6:00 PM**
MOVER:	Roy Johnson, City Commissioner
SECONDER:	Penny Currie, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

3. 2025-O-3086 Ordinance

FIRST READING - ORDINANCE 3086 - an Ordinance of the City of Holly Hill, Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Identified as 1152 S Nova Road (4242-04-21-0140), by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from MXZ (Mixed Use Zone) Volusia County to General Commercial Holly Hill; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date. AND FIRST READING - ORDINANCE 3087 - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Amending the Official Zoning Map to Designate the Property Described in Exhibit "A" from I-3 (Light Industrial) Volusia County to CC-1 (Commercial Corridor District) Holly Hill; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

(Requested by Brian Walker, Board of Planning and Appeals)
Mr. Walker went through the staff report for the Mayor and Commissioners. This request is to consider enacting a Small-Scale Future Land Use Map amendment from Mixed Use Zone (Volusia County) to General Commercial (Holly Hill) and to enact a Rezone from I-3 (Light Industrial - Volusia County) to CC-1 (Commercial Corridor - Holly Hill) for approximately 1.02 acres located on the west side of Nova Road approximately 475 feet south of Golf Avenue, more known as 1152 S Nova Road. The applicant petitioned for the parcel in question to be annexed into the City of Holly Hill. Once annexed into the City, the property needs to receive city zoning and be included in the City of Holly Hill's Comprehensive Plan. Staff is recommending that the Commission adopt the proposed Ordinance enacting a Small-Scale Future Land Use Map Amendment from MXZ (Mixed Use Zone) (Volusia County) to General Commercial (Holly Hill) for approximately 1.02 acres, located on the west side of Nova Road approximately 475 feet south of Golf Avenue, more known as 1152 S Nova Road and adopt the proposed Ordinance enacting a Rezone from I-3 (Light Industrial) (Volusia County) to CC-1 (Commercial Corridor) (Holly Hill) for approximately 1.02 acres, located on the west side of Nova Road approximately 475 feet south of Golf Avenue, more known as 1152 S Nova Road.

ORDINANCE 3086 - FIRST READING

Commissioner Johnson made a motion to ***ADOPT ORDINANCE 3086 OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED AS 1152 S NOVA ROAD (4242-04-21-0140), BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM MXZ (MIXED USE ZONE) VOLUSIA COUNTY TO GENERAL COMMERCIAL HOLLY HILL.***

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seconded by Commissioner Snow.
Mayor Penny opened public participation. No one spoke.
PASSED, 5-0.

ORDINANCE 3087 - FIRST READING
Commissioner Johnson made a motion to ***ADOPT ORDINANCE 3087 OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT "A" FROM I-3 (LIGHT INDUSTRIAL) VOLUSIA COUNTY TO CC-1 (COMMERCIAL CORRIDOR DISTRICT) HOLLY HILL,*** *seconded by Commissioner DeLanoy.*

Mayor Penny opened public participation. No one spoke.
PASSED, 5-0.

RESULT:	**APPROVED AT 1ST READING [UNANIMOUS]**	**Next: 5/13/2025 6:00 PM**
MOVER:	Roy Johnson, City Commissioner	
SECONDER:	Debra Snow, City Commissioner	
AYES:	Penny, Snow, Currie, DeLanoy, Johnson	

8. COMMUNICATIONS

A. City Manager Comments
None.

B. City Attorney Comments
None.

C. Mayor's Comments
Mayor Penny reminded everyone about the upcoming April events: April 11th there will be a Blood Drive (One Blood bus) at City Hall from 9:00 AM - 2:00 PM; April 12th annual Easter Egg event at City Hall, 10:00 AM - 12:00 PM; April 25th next free concert series at Pictona called "*BeatleBeat*", which starts at 7:00 PM - 9:00 PM; April 30th is the Holly Hill Community Block Party, which is a family-family event dedicated to Child Abuse Prevention and Water Safety and that starts at 5:00 PM - 7:00 PM at City Hall. Mayor Penny thanked staff for the last concert series, dance party that was held at Pictona and over 500 people attended that, very successful.

D. District City Commission Comments
Commissioner Johnson reminded everyone about the upcoming ribbon cutting ceremony and celebration at the Volusia Sports Center on Tuesday, April 22nd at 4:00 PM - 5:00 PM. The VSC will be launching a new golf simulator and offering indoor baseball and softball batting cages, as well as, outdoor turf for football, soccer, baseball and softball. Commissioner Johnson thanked Commissioner Snow for attending the last TPO meeting on his behalf and traffic continues to be the discussion along the LPGA Blvd., corridor.

Commissioner Snow told Commissioner Johnson it was a pleasure to fill in for him and thanked him for trusting her to do that. Commissioner Snow stated she would like to go

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back to the Resolution they passed tonight and ask if Joe, she wants to be able to talk to the people in my neighborhood and in my District about the ICE mandate and she would like to know things like, what will the impact be on our Police Department, our resources, even if it's not financial, what would the impact would be for the people who are covering for the others, she would like to know what the benefit is for us, she would like to know do we have an immigration problem in Holly Hill. Commissioner Snow stated she hasn't been here long enough to know whether that's something we need to deal with as a whole community or is this just a formality to get somebody trained in. She would like more information about how it's going to impact us and how it's going to benefit us.

Mr. Forte suggested it would probably be best that Commissioner Snow meet with Police Chief Williams. He probably has or can get those answers for her much quicker than he could.

Commissioner Currie thanked Mr. Forte and staff for working so diligently on 700 Grove Avenue. She's heard, lots of times, like she knows he has from residents on that street, she just wants the city to make sure we maintain what we're doing now and that we do periodic drive-bys or whatever it takes to mare sure the city doesn't get back to this place. There's been a lot of hard work and she would just like for the city to stay on top of that.

Commissioner DeLanoy stated Bill Whitman (?) called him today about two people running the stop sign at the corner of LPGA Blvd., and Daytona Avenue. The police did put the sign down by his street and it has helped, thank you.

E. Mayor's Conclusion Comments

Mayor Penny stated he forgot to mention earlier, thanks to Commissioner Snow for showing up to the fundraiser event for the Early Learning Coalition this past Saturday and taking the opportunity to throw some softball's at him to dunk him in the tank. He didn't realize he volunteered to be dunked until last Thursday. The playground equipment project at Sunrise Park was supposed to take a couple of weeks to be completed but there are some parts on back order. There was an issue with the safety gate that was around the playground to help keep the kids out of there but that hasn't worked, they were jumping over the safety gate to get to it. Mr. Forte instructed staff to open it up but make sure that everything is secured. There are still some parts that are on backorder. The sunshades are one of those items.

9. ADJOURNMENT

The meeting adjourned at approximately 7:20 PM.

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HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **April 22, 2025**
FROM: **Beth Wrenn**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Awarding a Change Order to Black Sands Development Group for the Golf Course Reclaimed Water Improvement Project at a Cost of $19,392.18 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2025-R-33**
APPLICANT:
PLANNER:

DISCUSSION:

The Utility entered into an task agreement on May 28, 2024 with Black Sands Development Group to construct reclaimed water improvements at the Riviera Country Club with Resolution 2024-R-38 for a task price of $67,509.66. The Resolution is attached as **Exhibit "A."**

The Riviera Country Club has an existing reuse connection that needed to be improved to support the City's Senate Bill 64 (SB 64) compliance plan which provides environmentally friendly reclaimed water to a pond that is used to irrigate the golf course instead of effluent discharge to the river. In the Riviera agreement, the utility supplies an annual average of up to 500,000 gallons per day of reclaimed water.

Parker Mynchenberg & Associates, Inc., prepared the construction plans to the Riviera Country Club reclaimed improvements. However, during the construction of the reclaimed improvement, it was determined the existing valve system did not provide sufficient peak flow to the golf course for irrigation. A new larger valve was required to maximize effluent diversion from the river to beneficial reclaimed reuse as possible. The new automated smart solenoid valve with electrical upgrades not only ensures peak reclaimed flow capacity, but also ensures the golf course pond is not overfilled. The cost of the change order is $19,392.18. The Change Order is attached as **Exhibit "B."**

FISCAL ANALYSIS:

The Capital Project funding for this project is in general ledger account 407-8110-580-6400 under Capital Project # 24-WW-02. The additional monies for the change order of $19,392.18

are available in general ledger account 407-8110-580-6300 under capital project # 22-WW-06 - Compliance for SB 64. A budget amendment is included as **Exhibit "C".**

The new total for the project is $86,901.84.

STAFF RECOMMENDATION:

That the City Commission approve the change order for Black Sands for $19,392.18 to complete the Riviera Country Club reclaimed improvements and authorize the City Manager or designee to execute the same.

COMMISSION GOAL:

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

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

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

MOTION:

APPROVE THE CHANGE ORDER OF $19,392.18 TO THE EXISTING BLACK SANDS TASK ORDER FOR GOLF COURSE RECLAIMED IMPROVEMENTS AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A Resolutions 2024-R-38 Authorizing Task Order to Black Sands for Riviera Golf Course Reclaimed Improvements (PDF)
- Exhibit B - Black Sands Development Group Change Order for New Valve (PDF)
- Exhibit C - Budget Amendment (PDF)

Resolution No. 2025-33

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING A CHANGE ORDER TO BLACK SANDS DEVELOPMENT GROUP FOR THE GOLF COURSE RECLAIMED WATER IMPROVEMENT PROJECT AT A COST OF $19,392.18 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING A CHANGE ORDER TO BLACK SANDS DEVELOPMENT GROUP FOR THE GOLF COURSE RECLAIMED WATER IMPROVEMENT PROJECT AT A COST OF $19,392.18 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City wishes to improve the current reclaimed feed to the Riviera Country Club reclaimed pond used for golf course irrigation; and

WHEREAS, the City entered into a Task Order with Black Sands Development Group through Resolution 2024-R-15 for Utility Infrastructure & Restoration Services for $67,509.66; and

WHEREAS, the Black Sands Development Group provided a Change Order for $19,392.18 for new solenoid with electrical connections for the Golf Course Reclaimed Improvements; and

WHEREAS, improving reclaimed irrigation reuse is consistent with the City Utility SB 64 for Capital Funding Plan to reduce river effluent discharge.

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

SECTION 1. That the City Commission receive the Change Order for to the Black Sands to complete Golf Course Reclaimed Improvements $19,392.18 for new solenoid controlled valve with electrical connections for a total project cost of to $86,901.84.

SECTION 2. That the City Commission of the City of Holly Hill does hereby approve the Change Order to the existing Task Order with Black Sands Development Group, pursuant Resolution 2024-R-15 and authorize the City Manager to execute Change

Order purchase with Black Sands Development Group to complete Construction of the Golf Course Reclaimed Improvements.

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 22nd day of APRIL, 2025.

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE:	**June 11, 2024**
FROM:	**Antoine Khoury**
SUBJECT:	**A Resolution of the City of Holly Hill, Florida, Awarding a Task Order to Black Sands Development Group for the Golf Course Reclaimed Water Improvement Project at a Cost of $67,509.66 and Authorizing the City Manager to Execute the Same; and Providing for Severability; and Providing for an Effective Date.**
NUMBER:	**2024-R-38**
APPLICANT:	
PLANNER:	

DISCUSSION:

The City Utility has an existing reclaimed reuse connection to the Riviera Country Club. The reuse connection provides environmentally friendly reclaimed water to a pond that is used for irrigation to support an annual average of up to 500,000 gallons per day. This project is an improvement to support the City's SB 64 compliance plan which is intended to expand reclaimed use and diminish the need for the river discharge of excess reclaimed water.

Parker Mynchenberg & Associates, Inc. prepared the construction plans to the Riviera Country Club reclaimed improvements. Black Sands Development submitted a bid to complete this improvement using the existing RFP 24-PW-02 unit pricing contract. The total cost of this bid is $67,509.66. The bid came in at a cost lower than the engineer's estimate.

The bid for this task order is included under "Exhibit A". The resolution approving Black Sands Development Group as a primary contractor for Utility Infrastructure and Construction and Restoration Services is included under "Exhibit B". The affiliated unit pricing approved through resolution 2024-R-13 is included under "Exhibit C".

FISCAL ANALYSIS:

The funding for this Capital project has been identified in account 407-8110-580-6400 with a project # 24-WW-02.

STAFF RECOMMENDATION:

That the City Commission approve the Black Sands bid to expand reuse at the Riviera Country Club for the cost of $67,509.66 and authorize the City Manager or designee to execute the same.

Attachment: Exhibit A Resolutions 2024-R-38 Authorizing Task Order to Black Sands for Riviera Golf Course Reclaimed Improvements (2025-R-

COMMISSION GOAL:

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

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

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

MOTION:

APPROVE THE TASK ORDER WITH BLACK SANDS FOR THE GOLF COURSE RECLAIMED IMPROVEMENTS FOR $ 67,509.66 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Black Sands Reclaimed Improv (PDF)
- Exhibit B - Resolution 2024-R-13 (PDF)
- Exhibit C - Black Sands Development Group Contract (PDF)

Attachment: Exhibit A Resolutions 2024-R-38 Authorizing Task Order to Black Sands for Riviera Golf Course Reclaimed Improvements (2025-R-

Resolution No. 2024-38

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING A TASK ORDER TO BLACK SANDS DEVELOPMENT GROUP FOR THE GOLF COURSE RECLAIMED WATER IMPROVEMENT PROJECT AT A COST OF $67,509.66 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING A TASK ORDER TO BLACK SANDS DEVELOPMENT GROUP FOR THE GOLF COURSE RECLAIMED WATER IMPROVEMENT PROJECT AT A COST OF $67,509.66 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City wishes to improve the current reclaimed feed to the Riviera Country Club Reclaimed pond used for golf course irrigation; and

WHEREAS, the City entered into a contract with Black Sands Development Group through Resolution No. 2024-13 for Utility Infrastructure & Restoration Services; and

WHEREAS, the Black Sands Development Group provided a Task Order utilizing unit pricing under their City service contract agreement for $67,509.66 for the Golf Course Reclaimed Improvements; and

WHEREAS, improving reclaimed irrigation reuse is consistent with the City Utility SB 64 for Capital Funding Plan to reduce river effluent discharge.

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

SECTION 1. That the City Commission accept Black Sands task order for $67,509.66 for Golf Course Reclaimed Improvements, Capital Project 24WW02.

SECTION 2. That the City Commission of the City of Holly Hill does hereby award the Task Order to Black Sands Development Group, pursuant their approved service contract approved as Resolution No. 2024-13 and authorize the City Manager to enter into a Task Order purchase agreement with Black Sands Development Group to provide for the Construction of the Golf Course Reclaimed Improvements.

Attachment: Exhibit A Resolutions 2024-R-38 Authorizing Task Order to Black Sands for Riviera Golf Course Reclaimed Improvements (2025-R-

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 11h day of JUNE, 2024.

Chris Via, Mayor 6/11/2024

Valerie Manning, City Clerk,CMC 6/11/2024

Attachment: Exhibit A Resolutions 2024-R-38 Authorizing Task Order to Black Sands for Riviera Golf Course Reclaimed Improvements (2025-R-

CHANGE ORDER

OWNER [X]
ARCHITECT [ ]
CONTRACTOR [ ]
FIELD [ ]
OTHER [ ]

PROJECT: City of Holly Hill 2024 Repairs - Various
1065 Ridgewood Avenue
Holly Hill FL 32117

TO: City of Holly Hill
1065 Ridgewood Avenue
Holly Hill FL 32117

CHANGE ORDER #: 1
CHANGE ORDER DATE: 04/10/2025
PROJECT #s:
DATE OF CONTRACT: 01/10/2024
FOR: Riviera Golf Course

The Contract is changed as follows:

Existing valve could not be used

The original Contract Sum was	$67,509.66
The net change by previously authorized Change Orders is	$0.00
The Contract Sum prior to this Change Order was	$67,509.66
The Contract Sum will be increased by this Change Order in the amount of	$19,392.18
The new Contract Sum including this Change Order will be	$86,901.84
The Contract Time will be increased by	0 days.
The date of Substantial Completion as of this Change Order therefore is	Unchanged

Not valid until signed by all parties below.

Mead & Hunt	Black Sands Development Group, PLLC	City of Holly Hill
ARCHITECT	CONTRACTOR	OWNER
4401 Eastport Parkway	994 Derbyshire Road	1065 Ridgewood Avenue
ADDRESS	ADDRESS	ADDRESS
Port Orange, FL 32127	Daytona Beach, FL 32117	Holly Hill FL 32117
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
Regina Brinkle	Allison R Worsham Dir. Of Operations	Josef Grusauskas
(Typed Name)	*(Typed Name)*	*(Typed Name)*
DATE	DATE	DATE

Quantum Software Solutions, Inc. Document

Attachment: Exhibit B - Black Sands Development Group Change Order for New Valve (2025-R-33 : Change Order for Riviera Golf Course

Change Order Items and Costs

Number: 1
Initiation Date: 04/10/2025
Title: Change Order # 1
Project: Repairs - Various
Project #:

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1	ELEC	Electrical - Increase		1.000	LS	2,000.00	2,000.00
2	VLV	Solonoid Valve		1.000	Each	15,629.25	15,629.25
3	MRKUP	10% MarkUp		1.000	LS	1,762.93	1,762.93

Item Total: $19,392.18
Total: $0.00
Total: $19,392.18

Attachment: Exhibit B - Black Sands Development Group Change Order for New Valve (2025-R-33 : Change Order for Riviera Golf Course

Revision Date: 3/11/15

CITY OF HOLLY HILL
Budget Adjustment Request
Fiscal Year 2024-2025

Requesting Department			Date
Public Works			4/10/202

TAKE FUNDS FROM ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
407-8110-580-6300	22WW06	Capital Infrastructure - Enterprise	19,392.18
		Total	19,392.18

ADD FUNDS TO ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
407-8110-580-6400	24WW02	Capital Machinery & Equipment - Enterprise	19,392.18
		Total	19,392.18

Purpose of Transfer: (include as much detail as possible)

A budget amendment in the amount of $19,392.18 is requested in order to complete the new golf course flow valve project

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

---------- Management Approvals----------

Department Head Signature	4-10-2025 Date	
City Manager Signature	Date	

---------- For Finance Use Only ----------

Finance Review

Finance Director Signature	Date	Resolution #

Attachment: Exhibit C - Budget Amendment (2025-R-33 : Change Order for Riviera Golf Course Reclaimed Improvement)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **April 22, 2025**
FROM: **Josef Grusauskas**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding a Contract with Verdego, LLC in the Amount of $234,055.69 to Provide Irrigation and Landscape Improvements at Sunrise Park North and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2025-R-34**
APPLICANT:
PLANNER:

DISCUSSION:

On April 11, 2023, the City Commission held a workshop to discuss improvements to be made to Sunrise Park North. Improvements discussed included the pressure washing and painting of pavilions and the restroom building, removal of Brazilian peppers, replacement of benches and picnic tables, relocation of a water line, replacement of the playground and landscaping improvements. As of today's date, a first round of treatment and removal of Brazilian peppers has occurred, the pavilions have been pressure washed and painted, park equipment replaced, water line improved and the playground is nearing completion.

An Invitation to Bid for the Sunrise Park Improvements - Landscape and Irrigation was broadcast on February 21, 2025. Work will include providing and installing irrigation in the park, replacing the mulch beds on either side of the restroom building, replacing grass along the seawall with bahia sod, and replacing grass on the interior of the park with St. Augustine grass. The Invitation to Bid is included under "Exhibit A" and bid set plans included under "Exhibit B".

A bid opening was held on March 26, 2025, with two bids received. After review by both City staff and the engineer of record, staff would like to recommend the award of Sunrise Park Irrigation and Landscape Improvements to Verdego, LLC at a cost of $234,055.69. A copy of the proposal submitted from Verdego is included under "Exhibit C" , the proposal submitted from RJ Landscape Contractors included under "Exhibit D" and recommendation from the engineer of record included under "Exhibit E".

FISCAL ANALYSIS:

There was $616,986 budgeted for these improvements in general ledger account 301-8110-580-6300 under project code 22BG12 with an additional $350,000 allocated for the playground

replacement. Of this amount, $448,579.26 remains to provide for landscaping improvements.

STAFF RECOMMENDATION:

Approve the award of Sunrise Park North Improvements - Landscape and Irrigation to Verdego, LLC at a cost of $234,055.69 and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

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

RESOLUTION:

APPROVE THE AWARD OF SUNRISE PARK NORTH IMPROVEMENTS - LANDSCAPE AND IRRIGATION TO VERDEGO, LLC AT A COST OF $234,055.69 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (PDF)
- Exhibit B - Sunrise Park Improvements Landscape and Irrigation - Bid Set plans (PDF)
- Exhibit C - Verdego Proposal (PDF)
- Exhibit D - RJ Landscape Proposal (PDF)
- Exhibit E - Sunrise Park Improvements Landscape and Irrigation Award Recommendation (PDF)

Resolution No. 2025-34

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING A CONTRACT WITH VERDEGO, LLC IN THE AMOUNT OF $234,055.69 TO PROVIDE IRRIGATION AND LANDSCAPE IMPROVEMENTS AT SUNRISE PARK NORTH 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 A CONTRACT WITH VERDEGO, LLC IN THE AMOUNT OF $234,055.69 TO PROVIDE IRRIGATION AND LANDSCAPE IMPROVEMENTS AT SUNRISE PARK NORTH AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission provided direction to perform improvements at Sunrise Park North to include irrigation and landscaping improvements; and

WHEREAS, two (2) bids were received from contractors to perform this work; and

WHEREAS, City staff and the design engineer have reviewed bids submitted and recommend award for the irrigation and landscape improvements at Sunrise Park North to Verdego, LLC in the amount of $234,055.69.

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 award a contract with Verdego, LLC in the amount of $234,055.69 to provide for irrigation and landscape improvements at Sunrise Park North 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 22nd day of APRIL, 2025.

CITY OF HOLLY HILL, FLORIDA

SUNRISE PARK IMPROVEMENTS – LANDSCAPE AND IRRIGATION

BID NO. 22-BG-12

HOLLY HILL
FLORIDA

JUNE 2024

Prepared by:

PARKER
MYNCHENBERG
& ASSOCIATES, INC.
PROFESSIONAL ENGINEERS

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

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00 31 00	Schedule of Unit Prices
00 32 00	Statement of Bidder's Qualifications
00 33 00	Listing of Subcontractors
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Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

DIVISION 1 – GENERAL REQUIREMENTS

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Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

SECTION 00 02 00
INVITATION TO BID

CITY OF HOLLY HILL, FLORIDA
SUNRISE PARK IMPROVEMENTS – LANDSCAPE AND IRRIGATION
BID NO. 22-BG-12

Notice is hereby given that the City of Holly Hill, Florida is accepting bids for:

SUNRISE PARK IMPROVEMENTS – LANDSCAPE AND IRRIGATION

Sealed bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, ***until 2:00 p.m., Wednesday March 26, 2025,*** at which time and place all proposals received shall be publicly opened and read aloud in the City Hall.

There will be a non-mandatory pre-bid meeting for this project ***at 10:00 a.m., Wednesday March 5, 2025.*** The meeting will be held in the Commission Chambers, located in City Hall, 1065 Ridgewood Avenue, Holly Hill, FL 32117.

Description of Work:

Installation of landscaping and irrigation for the City of Holly Hill's Sunrise Park. The proposed landscape and irrigation area is 3.5 acres.

Copies of the bid documents may be obtained electronically from VendorLink at www.myvendorlink.com. Any addenda to these bid documents will be posted on the VendorLink website. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for this project. All questions should be directed **in writing** to info@parkermynchenberg.com. Questions to be submitted no later than 5:00 p.m. on ***Friday March 14, 2025.***

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: **SUNRISE PARK – LANDSCAPE AND IRRIGATION.**

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

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

SECTION 00 10 00
INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 PROJECT DESCRIPTION

A. The work of this project consists of furnishing all labor, materials, equipment, tools, transportation, services, and incidentals and performing all work necessary to construct

SUNRISE PARK IMPROVEMENTS – LANDSCAPE AND IRRIGATION

BID NO. 22-BG-12

All above referenced work shall be complete, in place, and ready for service in accordance with the drawings and specifications prepared therefore by Parker Mynchenberg & Associates, Inc. and entitled,

SUNRISE PARK IMPROVEMENTS – LANDSCAPE AND IRRIGATION

B. The location of the project is the City of Holly Hill, Florida.

1.02 DEFINED TERMS

Terms used in the Instructions to Bidders are defined and have the meanings assigned to them in the General Conditions.

1.03 COPIES OF BIDDING DOCUMENTS

A. Only complete sets of Bidding Documents will be issued and shall be used in preparing bids. Neither the OWNER nor the ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets.

B. Complete sets of Bidding Documents may be obtained in the manner and at the location stated in the Invitation to Bid.

1.04 RECEIPT OF BIDS

The Place to which proposal must be delivered, the amount of Proposal Security required and the date, time and place of opening of proposals, are stated in the Invitation to Bid. The Proposal form amplifies the Advertisement in indicating the location and description of the project to be constructed and shows the approximate quantities of work to be performed and materials to be furnished, if a unit price contract, any special requirements which may vary from or are not contained in the specifications. The bid documents as listed in Paragraph 1.08, Preparation of Proposal, shall be submitted as described in Section 00 30 00-3 under Supplemental Requirements.

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

1.05 BIDDER'S QUALIFICATIONS

The Bidder will be required to show that he/she is capable of performing the work contemplated and shall furnish, if requested, in duplicate the following:

a. A sworn statement showing the equipment definitely controlled by the Bidder and available to him for performing the work;

b. A sworn statement of his/her experience in performing work of the character for which his bid is submitted; and,

c. A sworn statement showing his current assets and liabilities as of a date not more than ninety (90) days prior to the date of submission.

If the Owner approves the above required statements and the Proposal is accompanied by the specified security, the person, firm or corporation submitting such Proposal shall be considered as a qualified Bidder.

1.06 BIDDER'S RESPONSIBILITY

The Bidder is required to carefully examine the site of the project, the Proposal Form, Drawings, Specifications, Agreement Form, and all other forms pertinent to the work contemplated. It will be assumed that he has satisfied himself as to the conditions to be encountered, the character, quality, and quantities of work to be performed and materials to be furnished, and the requirements of the Contract and specifications. No allowance or concession will be made for lack of such information on the part of the Contractor.

Whenever such information concerning subsurface materials or conditions is given on the drawings, it is understood, in the absence of any qualifying notation, that it was obtained in the usual manner and the location, depths, and character of the material have been recorded in good faith. There is no expressed or implied agreement that the depths or the character of the material have been correctly indicated and Bidders should take into account the possibility that conditions affecting the cost or quantities of work to be done may differ from those indicated.

1.07 APPROXIMATE ESTIMATE OF QUANTITIES

The Bidder's attention is directed to the fact that in contracts based on unit prices the estimate of quantities of work to be done and materials to be furnished under these specifications, as shown on the Proposal Form, and in the Contract, is approximate and is given only as a basis of calculation upon which to determine the lowest Bidder. The Owner does not assume any responsibility that the quantities shall obtain strictly in the construction of the Project, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities, or of the character of the work or location, or other conditions pertaining thereto. The Owner reserves the right to increase or diminish any or all of the above mentioned quantities of work or to omit any of them, as it may deem necessary, and such increase or decrease of the quantities given for any of the items shall

not be considered as sufficient grounds for granting an increase in the unit prices bid, except as set forth in the General Conditions.

1.08 PREPARATION OF PROPOSAL

In preparing Proposals in the manner prescribed under Paragraph 1.14, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free/Tie Preference Statement, must be properly executed in ink .

Upon the prescribed Schedule of Unit Prices, all bid prices shall be written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. The sum of the Total Bid as calculated from the individual items in Section 00 31 00, Schedule of Unit Prices, shall equal the Total Price as listed in Section 00 30 00, Proposal.

Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal.

In unit price bids, the extensions, if any, and the total are for informational purposes only, and the determination of the lowest bid will be based solely on the total results of computations of the estimated quantities and the prices bid. The Bidder shall submit a completed Schedule of Unit Prices, Section 00 31 00 with each bid. The bid may be considered non-responsive without this form.

The Bidder shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

1.09 PROPOSAL SECURITY

Each Proposal shall be accompanied by a security in the form of a certified check or, when specifically permitted, a Bid Bond, payable to the Owner, in the amount indicated in the Invitation to Bid and, in either case, with properly executed Agreement of Surety. Such proposal security of the successful Bidder shall be forfeited to the Owner as liquidated damages if the successful Bidder fails to execute and deliver the Contract in conformity with the Form of Agreement, and furnish bonds and insurance certificates as specified within ten (10) days after notification by the Owner of the acceptance of his bid, *excluding Bond review by the City Attorney*. Within three (3) days after formal opening of bids, if requested by the Contractor, the securities therefore will be returned excepting those which the Owner elects to hold until the award is made and the successful Bidder qualified and executes the Contract. Thereafter, Proposal Securities, other than that of the qualified low Bidder, will be returned at once. The security of the successful Bidder will be returned to him when the Contract is executed by both parties hereto and the Performance and Payment Bonds

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

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have been recorded. If all Proposals are rejected, the securities therefore will be returned immediately after the determination of such rejection.

1.10 WITHDRAWAL OF PROPOSALS

All Bidders specifically waive any right to withdraw a Proposal after it has been submitted to the Owner, except as hereinafter provided. A Bidder may withdraw a Proposal provided the Bidder makes a request to do so by telephone, telegraph, or in writing to the Owner, and provided that such requests reach the office of the Owner not later than the day previous to the date set for opening thereof. Requests by telephone or telegraph must be confirmed in writing, by the Bidder in person, or by an accredited representative of the Bidder before the time set for the opening of the Proposals. No bids may be withdrawn for a period of NINETY (90) DAYS after the date and time designated for the opening thereof.

1.11 RIGHT TO REJECT PROPOSALS

The unqualified right is reserved by the Owner to waive any informalities in, or reject any or all Proposals as may be deemed to the best interest of the Owner. Proposals which contain any omissions, erasures, alterations, additions not called for, conditional bids, or irregularities of any kind, or Proposals otherwise regular which are not accompanied by Proposal Security, may be rejected as informal. Proposals in which the bid prices are obviously unbalanced may be rejected.

1.12 CHANGES PRIOR TO THE OPENING OF BIDS

During the period allowed for preparation of bids, the Bidders may be furnished addenda or bulletins for additions to or alterations of the Drawings or Specifications, which shall be included in the work covered by the Proposal and become a part of the Contract Documents, Bidders may submit to the Engineer a written request for an interpretation thereof. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each prospective Bidder of Record. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

1.13 LOBBYING

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification. Firms and their agents are not to contact members of the City Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal announcement to final Commission approval,** no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or the Engineer of record. Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

1.14 SCOPE OF WORK

Unless otherwise provided in the Construction Specifications or the Proposal, it is the intent of the Contract Documents to prescribe a complete project which the Bidder proposes to construct, by furnishing all labor, materials, equipment, tools, necessary utilities and other facilities, and performing all work necessary to incidental to such construction, in full compliance with the Drawings, Specifications, Proposal, and Contract, and any special requirements contained therein or supplements attached thereto.

Should any construction or condition be anticipated which is not covered by these Specifications, the special requirements thereof will be stated in the Proposal, and any such special requirements shall be considered a part of these specifications as though they were fully contained herein. If any special requirements stated in the Proposal conflicts with any of the provisions of these Specifications, the former shall govern.

1.15 SUBMITTING PROPOSAL

One (1) original and one (1) electronic copy on USB flash drive of the Proposal, accompanied by the Proposal Security, and all addenda, if any, and all other required supporting documentation shall be submitted in an opaque, sealed envelope, addressed to the Owner. The name of the Bidder shall appear in the upper left-hand corner of the envelope and the following notation shall appear in the lower left-hand corner.

SUNRISE PARK IMPROVEMENTS – LANDSCAPE AND IRRIGATION

1.16 AWARD AND EXECUTION OF CONTRACT

When a Proposal received has been determined to be satisfactory, a Contract will be awarded to the lowest responsible Bidder within the time designated in the Contract Documents.

The Bidder to whom the award is made shall execute the Contract and return it, together with the properly executed bonds and insurance certificates, to the office of the Owner, within the time specified in Paragraph 1.09 of Section 00 10 00.

If the Contractor executes his Contract as herein provided and the Contract is not executed by the Owner within thirty (30) days after the receipt thereof from the Contractor, the Owner upon written request of the Contractor will return the Proposal Security. In such event, the award of the Contract shall be considered as annulled.

The Contract, Surety Bonds, and insurance certificates shall be executed in quintuplicate, or in as many copies as the Owner may require.

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

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

With the execution and delivery of the Contract, the successful bidder receiving the Contract award will be required to furnish within the time specified in Paragraph 1.09 of Section 00 10 00, a Payment and Performance Bond, covering faithful and satisfactory performance of the work contracted, in an amount not less than one hundred percent (100%) of the total contract price, and a Public Construction Bond in an amount not less than one hundred percent (100%) of the Contract amount, covering payment in full for all services rendered, materials furnished and labor supplied or performed. The same Surety must execute both bonds each of which shall be in the form provided in the Contract Documents.

Should any Surety upon any Bond furnished in connection with this Contract become unacceptable or be deemed unsatisfactory to the Owner at any time, the Contractor shall upon written notice from the Owner, promptly furnish acceptable or substitute security as may be required to protect the interests of the Owners or of persons supplying services, labor and materials in the prosecution of the work under Contract. No further payment shall be deemed due or shall be made under this Contract, until the new Surety or Sureties will qualify and be accepted by the Owner.

1.19 INDEMNITY AND INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all insurance required under by these Specifications and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

A. Certificates. The Contractor shall submit certificates or other documentary evidences to the Owner for approval, covering Workmen's Compensation Insurance; and Public Liability and Property Damage Insurance as well as any other insurance required by the Contract Documents.

   Each certificate or other documentary evidence presented shall contain therein or have contained in a rider attached thereto and made a part thereof, a clause to the effect that the insurer will notify the insured and the Owner in writing thirty (30) days prior to the cancellation of the policy. The certificate for each policy shall be executed in quintuplicate, or in as many copies as the Owner may require.

B. Accidents and Claims. The Contractor shall be held responsible for all accidents and shall indemnify to the extent permitted by law and protect the Owner from all suits, claims and actions brought against it, and all cost or liability, including attorneys fees, to which the Owner may be put for any injury or alleged injury to the person or property of another

resulting from negligence or carelessness in the performance of the work, or from any improper or inferior workmanship, or from inferior materials used in the work.

C. Mutual Responsibility of Contractors. Should a Contractor in the performance of his/her Contract cause damage to any person, any property, or work of another Owner or other party to the damage, arrange for an amicable settlement thereon. It is agreed by all parties herein that such disputes shall not delay completion of the work, nor be cause for claim against the Owner. Work shall be continued by the party claiming damages at his expense, subject to such damages as may be obtained by due course of law.

D. Contractor's Liability. The status of the Contractor in the work to be performed by him/her under this Contract is that of an independent Contractor and that, as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things; and that, as such, he/she alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Contractor, his/her subcontractors, agents, or employees have been negligent; and that the Contractor shall keep the Owner free, and discharge of, and from any and all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work, from the action of the elements, or from any unforeseen or unusual difficulty, the Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any federal, state, county, or local laws, regulations or ordinances; that Contractor shall indemnify and save harmless the Owner and all its officers, agents and employees from all suits or actions at law caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract and shall, if required by the Owner, produce evidence of settlement of any such action before final payment shall be made by the Owner.

1.20 CANCELLATION OF CONTRACT

As soon as practicable after the satisfactory execution of the Contract by both parties, written notice to proceed with the work will be given to the Contractor. If such notice is not given within thirty (30) days after contract execution, and the delay is not caused by the Contractor or accepted by him/her in writing, the Contract may be declared null and void by either party.

If the Contractor incurs any expense in furtherance of the Contract prior to receipt of the Notice to Proceed, he/she does so on his own responsibility.

1.21 COMPLETION TIME AND LIQUIDATED DAMAGES

The Bidder shall understand that the time limit indicated for completion of this Contract, and the amount of liquidated damages to be charged against the Contractor shall be declared in default in accordance with the provisions of the Specifications, shall be as stated in Article II of the Form of Agreement which is a part of these Contract Documents.

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

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1.22 PAYMENT OF TAXES

The Contractor will be responsible for payment of all Excise, Sales and Use Taxes, and all other taxes required by law on all materials, tools, apparatus, equipment, fixtures, and incidentals which he purchases or uses for the purpose of fulfilling the work of this Contract, and he/she shall include all amounts required for such taxes with the item prices bid in his Proposal. No additional payment will be made to cover such taxes. Each Bidder shall thoroughly familiarize himself before submitting a Proposal, with all laws requiring the payment of taxes.

1.23 PUBLIC ENTITY CRIMES INFORMATION STATEMENT

A person or affiliate who has been place on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount, provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.24 PROHIBITION OF GIFTS TO CITY EMPLOYEES

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

1.25 PROTEST PROCEDURES

Any appeal or protest to the Request for Bid shall be governed by the City of Holly Hill's Purchasing Policies and Procedures shown in Resolution 2018-30. A copy of his resolution is available by request to the City Clerk.

1.26 IMMIGRATION REFORM AND CONTROL ACT

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

END OF SECTION

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

SUNRISE PARK IMPROVEMENTS – LANDSCAPE AND IRRIGATION

BID NO. 22-BG-12

(To be completed in Duplicate)

Bidder's Name:_____

Submitted: _____, 20

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

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill , (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of

SUNRISE PARK IMPROVEMENTS – LANDSCAPE AND IRRIGATION

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

_____

(In Words)

Dollars $_____(In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be substantially completed within **150 days** and final completion within **30 days** of substantial completion**.**

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **$1,000 (One Thousand Dollars)** per day shall be deducted from monies due the

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

Schedule of Unit Prices: Section 00 31 00
Statement of Bidder's Qualifications: Section 00 32 00
Listing of Subcontractors: Section 00 33 00
Listing of Previous Experience: Section 00 33 10
Bid Bond: Section 00 41 00
Public Entity Crimes Statement: Section 00 47 00
Anti-Collusion Statement: Section 00 48 00
Drug Free/Tie Preference Statement: Section 00 48 50
Compliance with the Public Records Law: Section 00 48 60
W9 Request for Taxpayer Identification Number and Certification: Section 00 48 70
Affidavit of E-Verify Requirements Compliance: Section 00 48 80
Trench Safety Affidavit: Section 00 49 00
Certificate as to Corporate Principal: Section 00 62 00
City of Holly Hill Insurance Requirements: Section 00 80 00A

REQUIRED DISCLOSURE

At its sole discretion, the City of Holly Hill, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

The equipment manufacturers/suppliers on this project shall be as delineated in the following schedule. Bidders should note that the Owner and Engineer have made rigorous investigations of equipment performance and features, and as a result, Bidders are to note that the contract price for this project shall be based on Base Bid equipment. The Base Bid equipment for this project falls under one of two categories. The first category is equipment that the Owner and Engineer have determined will be supplied by a sole source of supply, for which no substitutions or alternates will be entertained or allowed. Bidder is advised that offering of any alternatives to the sole source supplied equipment will be grounds for rejection of his bid as not responsive. The second category of equipment includes those items where the Owner and Engineer deem there to be more than one

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

acceptable supplier of the particular item listed. The equipment which falls under these two categories is a shown on the subsequent pages of this Schedule of Major Manufacturers and Suppliers. Bidder is advised that the award of this Contract will be based solely on the use of Base Bid equipment.

The following comments relate only to the second category of equipment, where the Contract Documents are based upon the equipment or products available from the suppliers denoted as A, B, C, etc. below. These equipment manufacturers, along with the sole source suppliers constitute the Base Bid.

Provision is made in the Contract Documents for alternate manufacturers and suppliers whose equipment or product may be deemed equivalent in quality (see General Conditions). However, the Bidder must indicate in his Bid which Base Bid supplier he intends to use for each item of equipment listed by circling one of the listed manufacturers/suppliers. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use if an alternate is rejected, he must use the supplier listed as "A". Also, if the Bidder circles more than one listed supplier, he must use the first supplier circled (unless an alternate is approved).

If the Bidder desires to propose one or more alternate manufacturers/suppliers, he may write in the name of such alternates in the spaces provided on the Alternate Manufactures/Suppliers page following the schedule. He must, nevertheless, also circle one of the listed manufacturers/suppliers because Bidders' Bid price must be based upon this Base Bid list. Wherever an alternate supplier is proposed, the Bidder must insert the amount to be deducted from the Contract Price (either lump sum or unit price) if the alternate supplier is eventually approved. If the proposed alternate supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled supplier.

For any alternate supplier accepted by the Owner, the Contract Price will be reduced by the deductive amount stated in the Bid. However, the Contract Price will not be adjusted for any alternate supplier rejected.

Each proposed alternate will be evaluated in accordance with the General Conditions.

The deductive amount specified for alternate manufacturers/suppliers will not be used in determining the successful Bidder. Alternates will be considered only after award of the contract.

The Contractor shall reimburse the Owner for any costs directly attributable to the change in suppliers, such as additional field trips for the Engineer, additional redesign costs, additional review and inspection costs, etc.

The Owner may request and the Bidder shall supply complete information on proposed alternates prior to the Notice of Award.

SCHEDULE OF MAJOR MANUFACTURERS
AND SUPPLIERS

Category I - Major Equipment Items:

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

ALTERNATE MANUFACTURERS/SUPPLIERS

	EQUIPMENT ITEM MATERIAL	SPEC. SECTION	ALTERNATIVE MANUFACTURER / SUPPLIER (LIST ONE ONLY)	DEDUCTIBLE AMOUNT (indicate whether lump sum or unit price) ALTERNATE
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Name (signature) Date

Name (typed and printed)

Title

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

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

SECTION 00 31 00
SCHEDULE OF UNIT PRICES

CITY OF HOLLY HILL
SUNRISE PARK IMPROVEMENTS – LANDSCAPE AND IRRIGATION
BID NO. 22-BG-12

ITEM NO.	*DESCRIPTION*	*QTY*	*UNIT*	*UNIT COST*	*TOTAL*
1	Preconstruction Video	1	LS		
2	Landscaping	1	LS		
3	Complete Irrigation System	1	LS		
4	Electrical	1	LS		
5	Permits and Allowances Up To Limit With Documenation	1	LS	$5,000.00	
6	As-Built Plans	1	LS		
				BID TOTAL	

Submitted by: _____
Contractor: _____
Address: _____
Telephone: _____ Fax: _____
State of Florida Irrigation Contractor License (Required Information)
Licensee: _____ License No: _____

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of bidder.

B. Permanent main office address.

C. When organized.

D. If a corporation, where incorporated.

E. How many years have you been engaged in the contracting business under your present firm or trade name?

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

G. General character of work performed by your company.

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why?

H.(2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.

I. Have you ever defaulted on a contract? If so, where and why?

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

K. List your major equipment _____.

L. Experience in construction work similar in type to this project.

M. Background and experience of the principal members of your organization, including the officers.

N. Credit available: $_____

O. Give bank reference: _____

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

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 - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

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 - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

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 - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

SECTION 00 41 00
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal and _____ of the City of _____State of _____, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the _____ hereinafter called the Owner, in the sum of _____Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

SUNRISE PARK IMPROVEMENTS – LANDSCAPE AND IRRIGATION

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

_____ _____(Seal)

_____ _____(Seal)

_____(Seal)
Individual or Partner

Witness

_____

_____
Address

_____
Corporate Principal

ATTEST:

_____ _____
President AFFIX
CORPORATE SEAL

_____

_____
Address

By_____
AFFIX
CORPORATE SEAL

_____
Corporate Surety

ATTEST:

_____ _____
Title

END OF SECTION

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

SECTION 00 47 00

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal **or** Contract No. _____ for _____.

This sworn statement is submitted by _____whose business address is _____and (if applicable) its Federal Employer Identification Number (FEIN) is_____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is _____ any my relationship to the entity named above is _____.

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contenders.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a),** Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a

person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

(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 - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

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 - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfaction participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
VENDOR'S SIGNATURE

END OF SECTION

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 22-BG-12

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 - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

SECTION 00 48 80

Affidavit of E-Verify Requirements Compliance

ITB 22-BG-12 SUNRISE PARK IMPROVEMENTS – LANDSCAPE AND IRRIGATION

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 - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

SECTION 00 49 00
TRENCH SAFETY AFFIDAVIT

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description)	Cost
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

_____
(Cost in Words)

TOTAL $ _____

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: _____

DATE: _____ BY: _____

(Additional sheets shall be attached, as needed and, items shall be organized to correspond with the bid format)

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

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:

Installation of landscaping and irrigation for the City of Holly Hill's Sunrise Park. The proposed landscape and irrigation area is 3.5 acres.

SUNRISE PARK IMPROVEMENTS – LANDSCAPE AND IRRIGATION

herein called for, in strict accordance with the Drawings and Specifications prepared by Parker Mynchenberg & Associates, Inc., Engineers, which Contract include, but is not limited to, the following Contract Documents:

a. Invitation
b. Instructions
c. Proposal
d. This Agreement
e. Performance Bond
f. Labor and Material Payment Bond
g. Insurance
h. Specifications
i. Addenda (if any)
j. Drawings

ARTICLE II.

A. The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that all work shall be completed within **150 days with an additional 30 days for final completion**.

B. The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, which any work shall remain uncompleted after the stations completion times stipulated above, the sum of **$1,000 (ONE THOUSAND 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 Contract Price of $_____ and for additions or revisions approved in Change Orders at Unit Prices.

ARTICLE IV.

A. Payment to the Contractor shall be made as follows:

1. Not later than the fifteenth (15th) day of each calendar month, the Owner will make a partial payment to the Contractor on the basis of a duly certified and approved estimate by the Engineer of the work performed during the preceding calendar month under this Contract, and (at the option of the City) an amount equal to 90% of materials and equipment not incorporated in the work but delivered and suitably stored. When payment to the Contractor is made for stored materials and equipment, Contractor shall submit invoices marked paid by the supplier with the next month's request for payment to document that Contractor has paid for said materials and equipment or the previously paid amount for stored materials shall be deducted from any remaining payment(s) for any stored materials not so properly documented. To insure the proper performance of this Contract, the Owner will retain ten percent (10%) of the amount of each estimate until the work is fifty percent (50%) complete.

2. When work is fifty percent (50%) complete, the Owner may allow the reduction of the withholding to five percent (5%) of the dollar value of all work satisfactorily completed to date, provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding.

3. Upon completion of the entire work under Contract, the Engineer shall make a final inspection and certify such completion to the Owner. Upon approval of the completion certificate by the Owner, the Owner shall notify the Contractor and the Surety of the satisfactory completion of the work and except as otherwise provided in the Specifications, final payment therefore shall be made to the Contractor within thirty (30) days after written acceptance by the Contractor of the final certificate computation.

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

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.

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 - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

I,_____, certify that I am the _____ of the corporation named as Principal in the within Bid Bond; that _____ who signed the said Bid Bond on behalf of the Principal was then_____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

AFFIX CORPORATE SEAL

END OF SECTION

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

SECTION 00 62 76
APPLICATION FOR PAYMENT

PART I - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Submit Application for payment to the Engineer in accordance with schedule established by Conditions of the Contract and Agreement between Owner and Contractor. Contractor shall use the Application and Certificate for Payment Form included on Section 00 84 40 as the official pay request form.

B. Related Requirements Described Elsewhere:

1. Agreement: Section 00 50 00.
2. Section 01 32 16: Construction Progress Schedules
3. Section 01 29 73: Schedule of Values
4. Section 01 32 33: Photographic Documentation
5. Section 01 78 39: Project Record Documents
6. Section 00 84 40: Application and Certificate for Payment Form
7. Section 01 77 00: Closeout Procedures
8. Section 00 84 90: Final Release of Lien

1.02 FORMAT REQUIRED

A. Submit applications typed on the form provided in Division 0, Section 00 84 40: Application and Certificate for Payment Form, with itemized data typed on 8-1/2 inch x 11 inch or white paper continuation sheets.

B. Provide itemized data on continuation sheets of format, schedules, line items, and values specified on the Application and Certificate for Payment Form. The Contractor shall use the item descriptions and contract values included in schedule of values, approved and accepted by the Engineer as a basis for preparation of the Application for Payment Form.

1.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

A. Application Form:

1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.

2. Fill in percent complete for each activity and dollar values to agree with respective percents.

3. Execute certification with signature of a responsible officer of Contractor.

B. Continuous Sheets:

1. Fill in total of all scheduled component items of the Work, with item number and schedule dollar value for each item.

2. Fill in dollar value in each column for each scheduled line item when Work has been performed or products stored. Round off values to nearest dollar, or as specified for Schedule of Values.

3. List each Change Order executed prior to date of submission, at the end of the continuation sheets. List by Change Order Number, and description, as for an original component item Work.

4. To receive approval for payment on component material stored on site, submit copies of the original invoices with Application and Certificate for Payment.

5. As provided for in the Application and Certificate for Payment Form, the Contractor shall certify, for each current pay request, that all previous progress payments received from the Owner, under this Contract, have been applied by the Contractor to discharge in full, all obligations of the Contractor in connection with Work covered by prior Applications for Payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest, and encumbrances. Contractor shall attach to each Application and Certificate for Payment like affidavits by all Subcontractors.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

A. Contractor shall submit suitable information, with a cover letter identifying:

1. Project.

2. Application number and date.

3. Detailed list of enclosures.

4. For stored products:

5. Item number and identification as shown on application.

6. Description of specific material.

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

B. Submit one (1) copy of data and cover letter for each copy of application.

C. The Contractor is to maintain an updated set of drawings to be used as record drawings in accordance with Section 01 78 39: Project Record Documents. As a prerequisite for monthly progress payments, the Contractor is to exhibit the updated record drawings for review by the Owner and the Engineer.

D. Each monthly application for payment shall incorporate the corresponding "monthly progress status report" and updated construction schedule, prepared in accordance with the requirements of Section 01 32 16: Construction Progress Schedules.

E. As a prerequisite for payment, Contractor shall submit a duly executed letter from surety consenting to payment due and progress to date.

F. Provide construction photographs in accordance with Section 01 32 33: Photographic Documentation.

1.05 PREPARATION OF APPLICATION FOR FINAL PAYMENT

A. Fill in application form as specified for progress payments. Provide information as required by the General Conditions and Section 01 77 00: Closeout Procedures

B. Furnish evidence of completed operations and insurance in accordance with the General Conditions.

C. Provide Contractor's Final Release of Lien (Section 00 84 90) and other close-out submittals as required by the General Conditions.

1.06 SUBMITTAL PROCEDURE

A. Submit Application for Payment to the Engineer at the time stipulated in the Agreement, or as agreed to at the pre-construction meeting. Review the percents complete with the Engineer and resolve any conflict or discrepancies.

B. Application for payments to be submitted electronically in color for processing and payment.

C. When the Engineer finds the Application and Certificate for Payment Form is properly completed and correct, he will execute the Certificate for Payment and transmit the forms to the Owner, with a copy to the Contractor.

PART II - PRODUCTS (NOT USED)

PART III - EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

Return Recorded Document to:
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

SUNRISE PARK IMPROVEMENTS – LANDSCPAE AND IRRIGATION

Name of Project

City Project No. **22-BG-12**

Bond No. _____

Space Reserved for Recording Data

COMBINATION PAYMENT AND PERFORMANCE BOND FOR PUBLIC CONSTRUCTION

per Section 255.05, Florida Statutes (2010)
Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF HOLLY HILL, FLORIDA**, a municipal corporation, herein called Owner or sometimes referred to as "City," in the sum of _____ and /100 Dollars ($_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Contract having an effective date of _____, entered into by and between the Principal and the City, hereinafter sometimes referred to as the Contract, entered into between Principal and Owner for construction of improvements reflected on the plans approved by the City Council, as prepared by Kevin A. Lee, P.E., Florida Registration No. 71501, of the engineering firm Parker Mynchenberg & Associates, Inc., the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract Documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Pursuant to Florida Statutes Section 255.05, as amended from time to time, a claimant, except a laborer, who is not in privity with the Principal, shall, before commencing or not later than forty-five (45) days after commencing to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Principal with a notice that he or she intends to look to this bond for protection. A claimant who is not in privity with the Principal and who has not received payment for his or her labor, materials, or supplies shall deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. The notice of nonpayment may be served at any time during the progress of the Work or thereafter but not before forty-five (45) days after the first furnishing of labor, services, or materials by the claimant or,

Capital Project
11/8/2010 - LL

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

with respect to rental equipment, not later than ninety (90) days after the date that the rental equipment was last on the job site available for use. No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. Notices required or permitted under this section may be served in accordance with Section 713.18, Florida Statutes. An action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or the Surety on this bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies. An action exclusively for recovery of retainage must be instituted against the Principal or the Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, or within ninety (90) days after receipt of final payment (or the payment estimate containing the Owner's final reconciliation of quantities if no further payment is earned and due as a result of deductive adjustments) by the Principal or Surety, whichever comes last.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20____.

_____
(Name of Principal)

Attest:

_____ By:_____
(As to Corporate Principal) Secretary

Name/Title:_____

_____ (*Corporate Seal*)
(Witness to Principal)

_____
(Surety)

_____ By:_____
(Witness to Surety)

(Attorney-In-Fact)

(*Corporate Seal*)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

SECTION 00 64 00

Front Page for Bond required by Section 255.05, F.S

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05 Florida Statutes (2010)

BOND No. _____

PRINCIPAL:
Name of Developer/Contractor: _____
Address: _____
_____
Contact Person: _____
Phone Number: (____) _____ - _____

SURETY: _____
Address: _____
_____
Contact Person: _____
Phone Number: (____) _____ - _____

OWNER: City of Holly Hill, Florida, a chartered municipal corporation
1065 Ridgewood Avenue
Holly Hill, FL 32117
Contact Person: City Manager
Phone Number: (386) 248-9463

Amount: $_____ **City Case/Project No**. 22-BG-12

Description of Work:

Installation of landscaping and irrigation for the City of Holly Hill's Sunrise Park. The proposed landscape and irrigation area is 3.5 acres.

Project Location: Holly Hill, Volusia County, Florida

Legal Description: LAND E OF BEACH ST IN FRONT OF LOTS 1 TO 5 INC & IN FRONT OF WASHINGTON AVE BLK 1 WALKERS HOLLY HILL MB 4 PG 158 PER CASE # 86-1653- CA-01-E PER OR 4109 PG 2661

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

Certificate for Filing in Public Records

PAYMENT AND PERFORMANCE BOND

(Public Works)
In Compliance with Section 255.05(1)(a) Florida Statutes (2010)

Bond No. _____

The Principal, _____
by and through its undersigned representative, does hereby certify that the attached:

Payment and Performance Bond No. _____,
is a true and correct copy of the fully executed financial guarantee delivered to:

CITY OF HOLLY HILL, FLORIDA
pursuant to Section 255.05, Florida Statutes (2010); as Owner/Holder of the subject property in trust for the public, for the public construction project known as:

SUNRISE PARK IMPROVEMENTS – LANDSCAPE AND IRRIGATION

located in Holly Hill, Volusia County, Florida, and identified by the City of Holly Hill as Case No. 22-BG-12.

All claimants are called upon to take notice of the notice requirements and time limitations prescribed by Section 255.05(2), Florida Statutes (2010).

_____
a Florida _____
Mailing Address:
_____

By:_____
Name/Title:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Certificate of Filing was acknowledged before me this _____ day of _____, 20____, by _____as a duly authorized representative of _____a Florida_____, the Principal named in the attached **Payment and Performance Bond No. _____.**

Notary, please check one:
_____ Personally known to me
_____ Produced identification

_____
Notary Public, State of Florida

My Commission Expires: _____ Printed Name: _____

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

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 - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

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 - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

SECTION 00 66 50
CERTIFICATE OF INSURANCE
FOR
WORKMEN'S COMPENSATION

This is to certify that _____, Company has issued to _____, of the City of_____, State of , the following policy or policies: Workmen's Compensation and Employer's Liability Policy No. effective on _____, 20 _____.

re _____ Policy No. _____

effective on_____, 20_____ and expiring on _____, 20

re _____limits _____.

If at any time this coverage is to be canceled, the undersigned will notify the insured and the _____in writing thirty (30) days prior to cancellation of policy.

_____

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

END OF SECTION

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

SECTION 00 67 00
CONTRACTOR'S STATEMENT UNDER OATH, TO OWNER

To: _____

_____

The undersigned as Contractor has heretofore, on the ___ day of _____, 20 __, has been awarded a Contract by you, as Owner, to furnish all the materials and labor in the construction of a project entitled: _____
for the Contract Price of _____ in accordance with plans and specifications therefore as prepared by Parker Mynchenberg & Associates, Inc., 1729 Ridgewood Ave., Holly Hill, FL 32117.

Said project has been completed and the Contract and Plans therefore fully complied with and all of the Contract Price has been paid by you, except the Final Payment thereon, which is now due, but is being withheld until a sworn statement is furnished, as required by _____ showing whether there are any unpaid and outstanding bills in connection with said Project.

The undersigned hereby certified, under oath, that all lienors contracting directly with or directly employed by the undersigned, on said Contract, have been paid in full, and further certifies, under oath, that there are no outstanding or unpaid bills for labor performed, or materials furnished in connection with said work or improvements.

Dated at _____ this ___ day of _____, 20___.

By_____
Contractor

Title_____

State of _____

County of _____

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

_____
Notary Public

My Commission Expires: _____

END OF SECTION

SECTION 00 68 00
RECEIPT AND RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned_____ of _____ was heretofore, on _____, 20 ___, award a Contract by _____ for the Contract Price of to furnish all the materials and labor in the construction of a project entitled:

SUNRISE PARK IMPROVEMENTS – LANDSCAPE AND IRRIGATION

in accordance with the plans and specifications therefore, as prepared by Parker Mynchenberg & Associates, Inc., Engineers, and the undersigned has completed said work and fully complied with said Contract and has heretofore received the sum of $_____ as payment thereon.

That the undersigned has this date received from _____ the sum of $_____, representing the full balance due _____, as Contractor, under the terms of said Contract, and certified that said Contract has been fully performed in accordance with the terms thereof, and that _____has paid in full all persons furnishing labor and/or materials in connection therewith, including all subcontractors and suppliers, and that there are no unpaid bills for labor performed or materials furnished in connection with said work or improvements.

That the undersigned, for value received, does hereby forever release and discharge the said _____ as described in the said Contract, from any and all liens, claims or demands whatsoever that _____ has or may have for work performed or materials furnished thereon by any subcontractor or supplier and that will hold harmless the _____from any and all loss and liability arising or to arise by reason of any unpaid bills for labor performed or materials furnished on said project in connection with said work or improvements. This document is only binding upon receipt of a check for the above balance due.

IN WITNESS WHEREOF, the undersigned has hereto set ___ hand and seal this _____ day of _____ _____, 20 ___.

Witnessed by:

_____

_____
CONTRACTOR

By_____

Title_____

State of _____
County of _____

Before me, the undersigned authority, personally appeared _____, to me well known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ___ day of _____ , 20 ___.

My Commission Expires:

_____
Notary Public, State of Florida

END OF SECTION

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SECTION 00 69 00
CONSENT OF SURETY
For Final Payment

Project Name:

SUNRISE PARK IMPROVEMENTS – LANDSCAPE AND IRRIGATION

Location _____

Project No._____ Contract No._____

Type of Contract_____

Amount of Contract_____

In accordance with the provisions of the above-named contract between the Owner and the Contractor, the following named surety:_____ on the Payment Bond of the following named Contractor: _____ hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner, as set forth in said Surety company's bond: _____.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this day of _____, 20 ___.

(Name of Surety Company)

(Signature of Authorized Representative)

(Affix Corporate Seal)

TITLE

END OF SECTION

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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GUIDELINES FOR USE OF EJCDC® C-700, STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), is the foundation document for the EJCDC Construction Series. The General Conditions define the basic rights, responsibilities, risk allocations, and contractual relationship of the Owner and Contractor, and establish how the Contract is to be administered.

2.0 OTHER DOCUMENTS

EJCDC documents are intended to be used as a system and changes in one EJCDC document may require a corresponding change in other documents. Other EJCDC documents may also serve as a reference to provide insight or guidance for the preparation of this document.

These General Conditions have been prepared for use with either EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price), or EJCDC® C-525, Agreement Between Owner and Contractor for Construction Contract (Cost-Plus-Fee) (2018 Editions). The provisions of the General Conditions and the Agreement are interrelated, and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018).

The full EJCDC Construction series of documents is discussed in the EJCDC® C-001, Commentary on the 2018 EJCDC Construction Documents (2018).

3.0 ORGANIZATION OF INFORMATION

All parties involved in a construction project benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. Careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521, Uniform Location of Subject Matter (2012 Edition) when preparing documents. EJCDC® N-122/AIA® A521 is available at no charge from the EJCDC website, www.ejcdc.org, and from the websites of EJCDC's sponsoring organizations.

If CSI MasterFormat™ is used for organizing the Project Manual, consult CSI MasterFormat™ for the appropriate document number (e.g., under 00 11 00, Advertisements and Invitations), and accordingly number the document and its pages.

4.0 EDITING THIS DOCUMENT

Remove these Guidelines for Use. Some users may also prefer to remove the two cover pages.

Although it is permissible to revise the Standard EJCDC Text of C-700 (the content beginning at page 1 and continuing to the end), it is common practice to leave the Standard EJCDC Text of C-700 intact and unaltered, with modifications and supplementation of C-700's provisions set forth in EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018). If the Standard Text itself is revised, the

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user must comply with the terms of the License Agreement, Paragraph 4.0, Document-Specific Provisions, concerning the tracking or highlighting of revisions. The following is a summary of the relevant License Agreement provisions:

1. The term "Standard EJCDC Text" for C-700 refers to all text prepared by EJCDC in the main body of the document. Document covers, logos, footers, instructions, or copyright notices are not Standard EJCDC Text for this purpose.
2. During the drafting or negotiating process for C-700, it is important that the two contracting parties are both aware of any changes that have been made to the Standard EJCDC Text. Thus, if a draft or version of C-700 purports to be or appears to be an EJCDC document, the user must plainly show all changes to the Standard EJCDC Text, using "Track Changes" (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.
3. If C-700 has been revised or altered and is subsequently presented to third parties (such as potential bidders, grant agencies, lenders, or sureties) as an EJCDC document, then the changes to the Standard EJCDC Text must be shown, or the third parties must receive access to a version that shows the changes.
4. Once the document is ready to be finalized (and if applicable executed by the contracting parties), it is no longer necessary to continue to show changes to the Standard EJCDC Text. The user may produce a final version of the document in a format in which all changes are accepted, and the document at that point does not need to include any "Track Changes," redline/strikeout, highlighting, or other indication of additions and deletions to the Standard EJCDC Text.

5.0 LICENSE AGREEMENT

This document is subject to the terms and conditions of the **License Agreement, 2018 EJCDC® Construction Series Documents**. A copy of the License Agreement was furnished at the time of purchase of this document, and is available for review at www.ejcdc.org and the websites of EJCDC's sponsoring organizations.

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

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requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

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recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

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33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

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43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

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F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

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into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

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ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

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inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

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B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

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established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

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D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

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B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

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and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

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Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

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3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

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or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

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of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

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conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

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Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

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Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

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L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

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4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

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Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

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6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

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B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

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2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

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3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

   a. will certify that the proposed substitute item will:

      1) perform adequately the functions and achieve the results called for by the general design;

      2) be similar in substance to the item specified; and

      3) be suited to the same use as the item specified.

   b. will state:

      1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

      2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

      3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

   c. will identify:

      1) all variations of the proposed substitute item from the item specified; and

      2) available engineering, sales, maintenance, repair, and replacement services.

   d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

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E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

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H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

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7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

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7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

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I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

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3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

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document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

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d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

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9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

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D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

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E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

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B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

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9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

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ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

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E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

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ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

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B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

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1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or
2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
   a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
   b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
   c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
   d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
   e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
   f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

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11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

   a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

   b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

   The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

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Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

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and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

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2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

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consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

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g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

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Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

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thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

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D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

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losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

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or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

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establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

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4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. to supervise, direct, or control the Work;

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

    a. the Work is defective, requiring correction or replacement;

    b. the Contract Price has been reduced by Change Orders;

    c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

    e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

    a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

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b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

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submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

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significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
    a. all documentation called for in the Contract Documents;
    b. consent of the surety, if any, to final payment;
    c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

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d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

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appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

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attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

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provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
2. agree with the other party to submit the dispute to another dispute resolution process; or
3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

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18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION 00 70 50
RELEASE OF ALL CLAIMS

STATE OF _____

COUNTY OF _____

CITY OF _____

KNOW ALL MEN BY THESE PRESENTS, that the sum of:_____

Dollars ($_____) set out in the accompanying Estimate Statement No. _____ Final, the receipt of which is hereby acknowledged, is accepted as full and complete payment for all work done, materials furnished, and damages or claims arising under the City of Holly Hill Contract entitled _____.

WITNESSES:

_____

_____

_____
Contractor

Title:_____

(SEAL)

Taken, sworn, and subscribed to before me this _____day of _____, 20___.

_____
Notary Public Signature

_____
Notary Public (Print or Type)

(SEAL)

My commission Expires:_____

END OF SECTION

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SECTION 00800
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (NSPE/ACEC Document No. C-700, 2018 edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1.01A.42 Delete the definition of *Substantial Completion* and insert the following in its place:

42. *Substantial Completion* - The Work (or a specified part thereof) has progressed to the point where, in the opinion of the Engineer as evidenced by Engineer's definitive Certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents and that all conditions precedent to Substantial Completion have been met in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Add the following definitions at the end of Article 1 - definitions of the Standard General Conditions of the Construction Contract:

SC-1.01.A.51 Compensable Delay - Any delay beyond the control and without the fault or negligence of the Contractor resulting from Owner-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by the Owner.

SC-1.01.A.52 Correction Period - The time during which the Contractor must correct defective Work or remove defective Work from the site and replace it with non-defective Work, all at no cost to the Owner, pursuant to paragraph 14.03 of the General Conditions, as supplemented.

SC-1.01A.53 Final Completion - The date upon which final payment is due to be paid by Owner to Contractor.

SC-1.01A.54 Excusable Delay - Any delay beyond the control and without the fault or negligence of the Contractor, the Owner, or any other Contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, acts of interveners, acts of the government, fires, floods, epidemics, quarantine restrictions, freight embargoes, and hurricanes, tornadoes, or new sink holes. Labor disputes and above average rainfall shall give rise only to Inexcusable Delays.

SC-1.01A.55 Float or Slack Time - The time available in the progress schedule during which an unexpected activity can be completed without delaying the Substantial Completion of the Work.

SC-1.01A.56 Initiation of Operation - The date when the Owner actually begins to use the entire Work for the purposes for which it was planned, designed and built, thus commences the Correction Period. The Owner shall not be deemed to have accepted the Work until Initiation of Operation.

SC-1.01A.57 Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may be issued after the Effective Date of the Agreement.

SC-1.01A.58 Inexcusable Delay - Any delay caused either (i) by events or circumstances within the control of the Contractor, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the Contractor, (ii) by weather conditions (other than hurricanes and tornadoes) or (iii) labor disputes.

SC-1.01A.59 Non-Prejudicial Delay - Any delay impacting a portion of the Work within the available total Float or Slack Time, as that term is used in Section 01 31 00: Progress Schedules, and not necessarily preventing completion of the Work within the Contract Time.

SC-1.01A.60 Prejudicial Delay - Any Excusable or Compensable Delay impacting the Work and exceeding the total Float Time available in the progress schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

SC-1.01A.61 Preoperational Testing (Check-Out-Testing) - All field inspections, installation checks, water tests, performance tests, and necessary corrections required of the Contractor as a condition or conditions to achieving Substantial Completion to demonstrate to the Owner and Engineer that individual components of the Work have been properly constructed and operate in accordance with the Contract Documents for their intended purposes.

SC-1.01A.62 Start-Up Testing (Demonstration Testing) - A predefined trial period required as a condition to Initiation of Operation during which Contractor is to operate the entire Work (or any part thereof agreed to by the Owner) under actual and simulated operating conditions for the purpose (i) of making such minor adjustments and changes to the Work as may be necessary for the Work to comply with the Contact Documents and (ii) of complying with the final test requirements in the Contract Documents."

SC-2.02 Modify paragraph 2.02A of the General Conditions:

A. Owner shall furnish Contractor one portable document format (PDF) copy of contract.

SC-3.03 Add the following immediately after paragraph 3.03 A.3. of the Standard General Conditions:

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

A. The Contractor shall not take advantage of any apparent error or omissions which may be found in the Drawings or Specifications, and the Engineer shall be entitled to make such corrections therein and interpretations thereof as may be deemed necessary for the fulfillment of their intent. The Contractor shall be responsible for all errors in construction which could have been avoided by such examination and notification and shall correct, at its own expense, all Work improperly constructed through failure to notify the Engineer and request specific instructions.

SC-3.03 Add the following immediately after paragraph 3.03B:

C. Order of Precedence of Contract Documents:

1. In resolving differences resulting from conflicts, errors or discrepancies in any of the following Contract Documents, the order of precedence shall be as follows:

   a. Permits
   b. Change Orders
   c. Contract Agreement
   d. Specification
   e. Drawings

2. Within the Specifications, the order of precedence is as follows:

   a. Addenda
   b. Notice to Bidders
   c. Instructions to Bidders
   d. Supplementary General Conditions
   e. General Conditions
   f. Division 1, General Requirements
   g. Technical Specifications
   h. Referenced Standard Specifications

3. With reference to the Drawings, the order of precedence is as follows:

   a. Figures govern over scaled dimensions
   b. Detail drawings govern over general drawings
   c. Change order drawings govern over contract drawings
   d. Contract drawings govern over standard or shop drawings

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

SC-4.01 Delete paragraph 4.01 of the General Conditions in its entirety and insert the following in its place.

A. A "Notice to Proceed" may be given to the Contractor at any time after the Effective date of the Agreement. The Contract Time will commence to run on the day indicated in the Notice to Proceed. In no event will the Contract Time commence to run later than the sixtieth (60th) day after the Effective Date of the Agreement.

SC-5.04 Change the first sentence in the paragraph to "Then Contractor shall, within three (3) days after becoming aware thereof..."

SC-5.06 Add a new paragraph immediately after paragraph 5.06 K of the Standard General Conditions which is to read as following:

L. No claim of the Contractor under paragraphs 5.03, 5.05 and 5.06 shall be allowed unless, (1) the Contractor has given the notice required in sub-paragraph 5.06E, and (2) within thirty (30) days (but before final payment) after the Contractor has given written notice, the Contractor submits to the Owner a detailed claim setting forth the Contractor's right to an increase in the Contract Price or extension of the Contract Time as provided in Articles 11 and 13 of the Standard General Conditions.

SC-6.01 Add a new paragraph immediately after paragraph 6.01 C of the Standard General Conditions which is to read as follows:

1. The following requirements shall be met by all surety companies furnishing bid, performance, payment or other type of Bonds:

   a. The Surety shall be rated as "A" or better as to General Policyholders Rating and Class X or better as to Financial Category by Best's Key Rating Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York, 10038.

   All Surety Companies are subject to approval and may be rejected by the Owner without cause.

2. Limitations: Bonding limits or bonding capacity refers to the limit or amount of Bond acceptable on any one (1) risk.

   a. The bonding limit of the Surety shall not exceed ten percent

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(10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on any one risk (penalty or amount of any one bond).

3. Requirements:

a. Policyholders surplus is required to be five (5) times the amount of any one bond.

b. The Agent countersigning the bond shall be resident in the County where the Project is located and/or other counties that are acceptable to the Owner.

SC-6.01 Add a new paragraph immediately after paragraph 6.01 H of the Standard General Conditions which read as follows:

I. Contractor shall pay Owner all losses, damages, expenses, costs, and attorney's fees, including but not limited to any appellate proceedings, which the Owner sustains because of default by the Contractor under the contract.

SC-7.02 Add the following sub-paragraphs immediately after paragraph 7.02 B of the Standard General Conditions which are to read as follow:

C. The Owner reserves the right to review and approve the resident superintendent.

SC-7.03 Add the following sub-paragraphs immediately after paragraph 7.03C of the Standard General Conditions which are to read as follow:

D. Maintenance work may be performed during hours other than regular working hours. Regular working hours are defined as daylight hours between one-half hour after sunrise to one-half hour before sunset. Requests to Work during other regular working hours must be submitted to the Owner at least seventy-two (72) hours in advance of the period proposed for such irregular working hours and shall set forth the proposed schedule for such hours to give the Owner ample time to arrange for its personnel to be at the site of the Work.

E. The Owner will pay for charges of Engineer and construction observation performed during regular working hours. The Contractor shall pay for additional engineering and construction observations charges required during irregular hours which may be authorized under the provisions of paragraph SC-7.03D. The rate paid to the Owner by the Contractor for additional engineering and construction observation changes shall be in accordance with the existing Contract between the Owner and Engineer.

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

F. The Contractor shall also pay for the costs of additional engineering charges and construction observation required during the correction of defective Work. Such additional costs incurred during irregular working hours and during the correction of defective Work, shall be a subsidiary obligation of the Contractor and no extra payment shall be made by the Owner on account of such Work.

SC-7.07E. Revise 2nd to last sentence of paragraph to "If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto within 45 days of identification submission), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation."

SC-7.13 Add the following paragraphs immediately following paragraph 7.13J.

K. The Engineer is not responsible for the safety of any person on the jobsite other than the Engineer's own employees. The Engineer has no authority to exercise any control over any construction Contractor or other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the Owner's agreement with the Contractor. The Owner agrees that the Engineer shall be entitled to indemnification from the Contractor for any loss incurred by the Engineer arising out of any claim brought by any person or personal injuries sustained on the jobsite and warrants that this intent shall be made evident in the Owner's agreement with the Contractor. The Engineer shall be made an additional insured under the Contractor's general liability insurance policy for personal injuries to any person sustained on the jobsite.

SC-8.02 Add the following paragraphs immediately following paragraph 8.02B:

C. The Contractor shall cooperate with all other Contractors who may be performing Work on behalf of the Owner in the vicinity of the Work to be done under this contract, and he shall conduct his operation as to interfere to the least possible extent with the Work of such Contractor.

D. If the Work is delayed because of any acts of omissions of any other Contractor, the Contractor shall have no claim against the Owner on that account.

SC-15.01D This section is hereby deleted. The requirements of Florida Statute 218.735 of the Florida Prompt Payment Act shall apply.

SC-15.08 Add the following new sub-paragraph immediately after sub-paragraph 15.08A.4:

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

5. When deemed necessary by Owner, Contractor shall furnish and install at no cost to Owner, such temporary equipment and material necessary to maintain functionality of the Work while defective Work is being corrected or replaced.

SC-15.08 Add the following new paragraphs immediately after paragraph 15.08F:

G. Subject to adjustments as described in sub-paragraph 15.08H, the period during which the Contractor must correct defective Work or remove it from the site and replace it with non-defective Work, all at no cost to the Owner (the "Correction Period"), shall be no more than one (1) year. If the date of Substantial Completion is not the same date as Initiation of Operation, such Correction Period shall commence upon Initiation of Operation, not upon the date of Substantial Completion. In such cases, the time between Substantial Completion and Initiation of Operation shall not exceed one hundred (100) days.

H. No later than thirty (30) days before Initiation of Operation the Owner shall notify the Contractor in writing of the date upon which Initiation of Operation is expected to occur, and the Contractor shall ensure that the Work is ready in its entirety by such date for use by the Owner as contemplated in the Contract Documents.

I. From the date of Substantial Completion until Initiation of Operation, the Contractor shall bear all risks of injury, loss, or damage to any part of the Work arising from the elements or from any other cause. The Contractor shall rebuild, repair, restore, and make good at no cost to the Owner, all injuries, losses, or damage to any portion of the Work occasioned by any cause and shall, at no expense to the Owner, provide suitable drainage and erect such temporary structures and take all other actions as are necessary for the protection of the Work. Suspension of the Work or the granting of an extension of the Contract Time for any cause shall not relieve the Contractor of its responsibility for the Work as herein specified. The Contractor's responsibilities under this paragraph 15.08 are in addition to, not in lieu of, all other obligations imposed by these Contract Documents.

SC-17 Delete Article 17 and all other references to "Dispute Resolution Agreement" in the Standard General Conditions. Disputes between Owner and Contractor shall be arbitrated only if and to the extent agreed to by the parties at the time each dispute arises. The Contractor shall carry on the Work and maintain the progress schedule during any dispute, regardless of how resolved, unless otherwise mutually agreed in writing. Venue for any litigation, at law or equity or arbitration, shall lie exclusively in the place of the County of the Owner’s location. This Contract, or any provision hereof, shall be construed and interpreted, and any litigation arising there from, shall be governed by the laws of the State of Florida.

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SECTION 00 80 00-A

CONTRACTORS STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION CLAUSE

I. INSURANCE

A. Prior to commencing work, the Contractor shall provide at his own cost and expense insurance to the City of HOLLY HILL as required below. The insurance companies must be licensed in the State of Florida and be rated by A.M. Best as A: Class X or better. The required insurance shall be evidenced by certificates and/or policies as determined by the City. All policies and certificates of insurance shall be approved by the City prior to inception of any work.

B. It is required that each Certificate of Insurance and/or policy must give 30 days prior written notice of cancellation, non-renewal or adverse change to the City of HOLLY HILL Finance Department by registered mail, return receipt requested. All such notices shall name the Contractor and identify the contract number.

C. The "City of HOLLY HILL," wherever used, shall be defined to include the City itself, elected officials, officers, employees, volunteers, representatives, agents and any affiliates.

D. The "Contractor," wherever used, shall be defined to include the Contractor, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

E. If at any time any of the required policies shall be or shall become unsatisfactory to the City as to form or substance, or if the insurance company becomes unsatisfactory to the City, the Contractor shall, upon written notice to that effect from the City, promptly obtain a new policy, submit the policy to the City for approval, and submit the Certificate of Insurance, as previously required.

If at any time the Contractor shall fail to furnish and/or maintain the required insurance, this contract may be declared suspended, discontinued or terminated, at the discretion of the City. Failure of the Contractor to take out and/or maintain any of the required insurances shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

F. The Contractor is required to provide new Certificates of Insurance to the City at least 20 days prior to the coverage renewal dates. If any of the insurance requirements are not complied with at their renewal dates, the City may at their option, (1) withhold payments to the Contractor until those requirements have been met or, (2) pay the renewal premium and withhold such payments from any monies due the Contractor.

G. In the event of any claims having been filed due to any operation under this contract that are in excess of the insured amounts, the excess amount of such claim, or any portion thereof, may be withheld from payments due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the City of HOLLY HILL

H. The Contractor shall provide the following insurance on forms no more restrictive than the latest edition of those filed by the Insurance Services Office, and name the "City of HOLLY HILL" (as defined in "C" above) as an Insured to the extent of the City's interests.

II. LIABILITY INSURANCE

A. **WORKERS' COMPENSATION - STATUTORY** - in compliance with the Workers' Compensation law of the State of Florida including employers liability coverage of at least $100,000. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Acts and Jones Act.

B. **COMMERCIAL GENERAL LIABILITY** - with minimum limits of:

$2,000,000	General Aggregate
$1,000,000	Products - Completed Operations Aggregate
$1,000,000	Personal and Advertisement Injury
$1,000,000	Each Occurrence
$ 100,000	Fire Damage

C. **BUSINESS AUTOMOBILE LIABILITY** - with minimum limits of $1,000,000 per occurrence combined single limit. This insurance shall include for bodily injury and property damages the following coverage's:

(1) Owned Automobiles

(2) Hired Automobiles

(3) Non-owned Automobiles

(4) Employee Non-ownership

NOTE! The required limits of liability for the above policies may include umbrella insurance with the umbrella policy making up the difference between the policy limits of the underlying policies and the total amount of coverage required. Such Umbrella Liability insurance shall be a "follow form" and be at least as broad as the underlying policies.

III. PROPERTY INSURANCE

When this contract includes construction of and/or additions to above-ground buildings or structures, Builder's Risk and/or Installation Floater policies must be provided as follows:

A. **BUILDER'S RISK** - "All risk" form in the amount of 100% of the completed value of such addition, building or structure to include personal property of others in the care, custody or control of the Contractor, and shall include a flat-premium endorsement.

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

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(2) Certified Copy of the policy must be provided to the City prior to the commencement of work.

(3) Waiver of Occupancy Clause or Warranty - to provide that the Builder's Risk coverage will continue to apply until final acceptance by the City of the building or addition, regardless of any prior occupancy.

(4) Flood Insurance must be provided when buildings or structures are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the City and be in the amount of the total insurable value of such building or structure, or the maximum amount of flood insurance coverage available under the National Flood program, whichever is the lesser.

(5) For additions or repairs of existing buildings or structures, the "Builder's Risk Completed Form" covering the Contractor's interest in improvements, repairs, additions, or alterations to completed buildings, shall be included.

(6) Bridges, Viaducts or similar structures - the "Bridge Builders Risk Form" - "All risk" contract with the flat-premium endorsement should be utilized.

B. **INSTALLATION FLOATER** - when the contract is for the installation of machinery and/or equipment into an existing structure, but does not contemplate construction of or addition to the structure itself.

(1) "All Risk" coverage to include transit and installation.

(2) Amount of Insurance - 100% of installed replacement cost value

(3) Maximum Deductible - $5,000 each claim.

(4) Cessation of Insurance - Coverage is to continue in force until final acceptance by the City.

(5) Certified Copy of the policy must be provided to the City prior to commencement of work.

(6) Flood Insurance - must be provided when machinery or equipment are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the city and be in the amount of the total insurable value of such machinery or equipment.

IV. CERTIFICATE OF INSURANCE CLAUSES

All policies and Certificates of Insurance of the Contractor shall contain the following clauses and agreements:

A. Insurers shall have no right of recovery or subrogation against the City of HOLLY HILL (as defined in "C" above), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.

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B. The clause "other insurance" in a policy in which the City of HOLLY HILL is named as an Insured shall not apply to the City of HOLLY HILL.

C. The insurance companies issuing the policies shall have no recourse against the City of HOLLY HILL (as defined in "C" above) for payment of any premiums or for assessments under any policy for insurance.

D. The contractor's insurer shall be requested to include a breach of warranty clause to prevent nullification of insurance because the Contractor breaches a condition of the policy.

E. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.

F. Any loss payable under the Property Insurance, if any, is to be adjusted with and made payable to the City of HOLLY HILL, as their interest may appear.

V. CITY INDEMNIFICATION

The following Indemnification Agreement shall be a provision of this contract and also shall be endorsed onto or attached to the insurance policy and Certificate of Insurance:

"The Contractor agrees to protect, defend and pay on behalf of, and hold the City of HOLLY HILL and its elected officials, officers, employees, volunteers, representatives, agents and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the City of HOLLY HILL's sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the Owner and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or a limitation of liability the City may have under the doctrine of sovereign immunity or Chapter 768.28, Fla. Stat. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.

VI. ENGINEER INDEMNIFICATION

“The Contractor agrees to protect, defend and pay on behalf of, and hold the ENGINEER and its officers, employees, and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the ENGINEER’S sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the ENGINEER. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.

The Contractor shall be responsible for such requirements through the date of final acceptance of the project by the City. With regard to the Contractor’s indemnification obligation for products

and completed operations, the Contractor shall be responsible for a minimum period of at least one year subsequent to the City's acceptance of the product or completed operation."

VII. The following Insurance Requirement Checklist shall be adhered to in its entirety. The coverage limits and language as indicated on the following checklist shall be reflected on the Contractor's Certificate of Insurance.

VIII. A Waiver of Subrogation shall be provided to the City.

IX. The Contractor' insurance carrier shall submit a letter showing authorization that the company is registered by the State of Florida Department of Insurance

Revised September 2005

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Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

CITY OF HOLLY HILL, FLORIDA
INSURANCE REQUIREMENTS CHECKLIST
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA

Items marked "X" must be provided

X	**General Liability**		**Minimum Limits Required**	
	X	Commercial General Liability	$ 2,000,000	General Aggregate
	X	Occurrence Form	$ 1,000,000	Product/Completed Operations Agg.
	___	_____	$ 1,000,000	Personal & Advertising Injury
	___	_____	$ 1,000,000	Each Occurrence
	___	_____	$ 100,000	Fire Damage Pump Stations
X	**Automobile Liability**			
	Owned, Hired & Non-Owned		$ 1,000,000	Combined Single Limit per Occurrence
X	**Worker's Compensation and**		Statutory	
	Employer's Liability		$ 100,000	Each Accident
			$ 500,000	Disease - Policy Limit
			$ 100,000	Disease - Each Employee
___	**Professional Liability - Errors & Omissions** (*To be completed by Bidder)			
	* Deductible: $_____		$_____	Aggregate
	* Claims Made (Y/N):_____		$_____	Each Claim
	*Occurrence (Y/N):			
	*Defense included in Limits (Y/N):			
___	**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.

SECTION 00 84 00
CONTRACTOR REQUEST FOR INFORMATION (RFI)

PROJECT NAME:

SUNRISE PARK IMPROVEMENTS – LANDSCAPE AND IRRIGATION

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 - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

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SECTION 00 84 10
NOTICE OF AWARD FORM

Date:_____

Contractor:_____

Project:

Date of Bid Opening: _____

You are notified that your bid dated _____, 20____ for the above Contract has been considered and the OWNER, expects to award you a contract for:

_____

_____.

(Indicated total Work, Alternates or Sections of Work Awarded)

The Contract Price of your contract is _____ Dollars ($_____).

Five (5) copies of each of the following proposed Contract Documents (except Project Manual and Drawings) accompany this Notice of Award:

- 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___.

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1. You must deliver to the OWNER five (5) fully executed counterparts of the Agreement.

2. You must deliver with the executed Agreement five (5) completed original documents with original signatures on the Payment and Material Payment Bond and Public Construction Bond in the form specified in the Bidding Documents.

3. You must provide in writing the correct name and address of the surety which is providing the Payment and Material Payment Bond and Public Construction Bonds and the correct name and address of the surety's resident agent for service of process in Florida.

4. You must deliver with the executed Agreement five (5) completed, with original signatures, Certificates and Endorsements of Insurance in the form specified in the Bidding Documents.

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

Within ten (10) days after you comply with these conditions, the OWNER will return to you two (2) fully signed counterparts of the agreement with the Contract Documents attached.

OWNER'S REPRESENTATIVE:

_____

_____ Date: _____

(Authorized Signature)

_____

(Title)

END OF SECTION

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

SECTION 00 84 20
NOTICE TO PROCEED FORM

Date: _____

Contractor: _____

_____

Notice to Proceed on Project:

You are notified that the Contract Time under the above contract will commence to run on _____ _____, 20___. On that date you are to start performing the Work and your other obligations under the Contract Documents. Based on the Contract Time stated in the Agreement, we calculate that the dates of substantial Completion and Final Completion are _____ _____, 20___, and _____, 20___, respectively.

Work at the site must be started by _____, 20__ as indicated in the Contract Documents.

Enclosed is one (1) set of Drawings and one (1) bound copy of the Project Manual containing:

- Instruction to Bidders
- Bid Form
- Bid Bond
- Executed Agreement
- Payment and Performance Bond
- Public Construction Bond
- Certificates of Insurance
- General Conditions
- Supplementary Conditions
- Notice of Award
- Specifications
- Addenda Numbers ____ through ____

OWNER'S REPRESENTATIVE:

_____

_____
(Name/Title)

_____
(Date)

END OF SECTION

SECTION 00 84 30

CHANGE ORDER FORM

PROJECT: Sunrise Park Improvements – Landscape and Irrigation

CHANGE ORDER NO. _____

CONTRACTOR:_____

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: $_____	CHANGE IN CONTRACT TIMES: Original Contract Times: Substantial Completion: _____ Final Completion:
Net changes from previous Change Orders No. _____ to No. _____. $_____	Changes in contract time from previous Change Orders No. _____ to No. _____. _____ Days
Contract Price prior to this Change Order: $_____	Contract Completion Date prior to this Change Order: Final Completion:
Net Increase (decrease) of this Change Order: $_____	Changes in contract time requested this Change Order No. ____ _____ Days
Contract Price with all approved Change Orders: $_____	Contract Times with all approved Change Orders: Final Completion:

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

CHANGES ORDERED:

I. GENERAL – This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

The change in price and/or delivery date described, is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

II. REQUIRED CHANGES:

III. JUSTIFICATION:

IV. PAYMENT:

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Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:

_____
(Engineer)

By:_____
Name Typed (Date)

_____
(Authorized Signature)

ACCEPTED BY:

_____
(Contractor)

_____
Name Typed (Date)

_____
(Authorized Signature)

APPROVED BY:

_____
Owner

By:_____
Name Typed (Date)

_____
(Authorized Signature)

END OF SECTION

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

SECTION 00 84 40

APPLICATION AND CERTIFICATE FOR PAYMENT FORM

Application No. _____ Progress _____ Final _____

Engineer's Project No.: _____

Project: _____

Contractor: _ _____ Contract Date: _____

Contract for : _____

Application Date: _____ For Period Ending _____

Change Order Summary			
Change Orders approved in previous months by OWNER		ADDITIONS	DEDUCTIONS
TOTAL		$ 0.00	$ 0.00
Approved this month			
Number	Date Approved		
	TOTALS	$ 0.00	$ 0.00
Net Change by Change Orders			$ 0.00

1.	ORIGINAL CONTRACT SUM	$ 0.00
2.	Net Change by Change Order	$ 0.00
3.	CONTRACT SUM TO DATE (Line 1 and 2)	$ 0.00
4.	TOTAL COMPLETED AND STORED TO DATE	$
5.	RETAINAGE: (Column I & N, Forms 00845 and 00846)	
	a. ____% of Completed Work	$
	b. ____% of Stored Material	$
	Total Retainage (Line 5a and 5b)	$ 0.00
6.	TOTAL EARNED LESS RETAINAGE	
	(Line 4 less Line 5 Total)	$ 0.00
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT	
	(Line 6 from prior Certificate)	$ 0.00
8.	***AMOUNT DUE THIS APPLICATION***	***$ 0.00***
9.	BALANCE TO FINISH, PLUS RETAINAGE	$ 0.00
	(Line 3 less Line 6)	

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

Contractor's Certification

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of Work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with Work covered by prior Applications for Payment numbered 1 through ____ inclusive; and (2) all materials and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interest and encumbrances; (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated _____

_____
(Contractor)

By: _____
(Name)

_____
(Title)

COUNTY OF
STATE OF

Before me on this _____ day of _____, 20____, personally appeared _____, known to me, who being duly sworn, deposes and says that (s)he is the _____ of the Contractor above mentioned; that s(he) executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

(Notary Seal)

_____
Notary Public

My commission Expires _____

Engineer's Recommendation

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Parker Mynchenberg & Associates, Inc.

By: _____
(Authorized Signature)

Date: _____

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

Owner's Approval

By: _____

_____
(Title)

Acct No. _____ Date: _____

END OF SECTION

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

SECTION 00844
BID ITEM PAY REQUEST FORM

Application No.
Project:

Application Date:
Period Ending:
Contractor:

Owner:

CONTRACT						Previous Payment		Work this Period		Total to Date		
Item #	Item Description	Qty.	Unit	Unit Price	Total Price	Qty	Amount	Qty	Amount	Qty	Amount	% Complete
	Total Contract Amount											

Subtotal:				
Stored Materials Installed/Received:				
Subtotal:				
Less Retainage (%)				
Grand Total:				

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise

Section 00 84 60
Stored Materials Summary

Owner:
Project:
Bid No.:
Contractor:

Date:

Received thru:
Installed thru:

Vendor	Description	Previous Stored Qty.	Previous Stored Amount	Received this Period (+) Qty.	Received this Period (+) Amount	Installed this Period (-) Qty.	Installed this Period (-) Amount	Total Stored this Period

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

SECTION 00 84 80
CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No.: _____ ENGINEER's Project No.: _____

CONTRACTOR: _____

Contract Date: _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof.

To: _____
Owner

And To: _____
Contractor

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

_____
Date of Substantial Completion

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item therein does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract documents. When this Certification applies to a specified part of the Work the items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities and insurance shall be as follows:

RESPONSIBILITIES:

OWNER _____

CONTRACTOR _____

The following documents are attached to and made a part of this Certificate:

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____, 20___.

_____
(Engineer)

By_____

The CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20__.

_____
(Contractor)

By_____

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

SECTION 00 84 90
CONTRACTOR'S FINAL RELEASE OF LIEN

Before me the undersigned authority in said County and State, appeared _____ who, being first duly sworn, deposes and says that he is _____ of _____, a company and/or corporation authorized to do business under the laws of Florida, which is the Contractor on the Contract described as: **SUNRISE PARK IMPROVEMENTS – LANDSCAPE AND IRRIGATION** dated the ___ day of _____, 20___, that the said deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of his own knowledge that said Contract has been complied with in every particular by said Contractor and that all parts of the work have been approved by the Owner's Engineers; that there are no bills remaining unpaid for labor, material, or otherwise, in connection with said Contract and work, and that there are no suits pending against the undersigned as Contractor or anyone in connection with the work done and materials furnished or otherwise under said Contract. Deponent further says that the final estimate which has been submitted to the owner simultaneously with the making of the affidavit constitutes all claims and demands against the Owner on account of said Contract or otherwise, and the acceptance of the sum specified in said final estimate will operate as full and final release and discharge of the Owner from any further claims, demands or compensation by Contractor under the above Contract. Deponent further agrees that all guarantees under this Contract shall be in full force from the date of this release as spelled out in the Contract Documents.

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

_____
Notary Public

My Commission Expires: _____

We, the _____having heretofore executed a Performance Bond for the above-mentioned Contractor covered Project and Section as described above in the sum of _____ dollars ($_____), hereby agree that the Owner may make full payment of the final estimate, including the retained percentage, to said Contractor.

It is fully understood that the granting of the right to the Owner to make payment of the final estimate to said Contractor and/or his assigns, shall in no way release the surety company of its obligations under its bond, as set forth in the Specifications, Contract and Bond pertaining to the above Project.

IN WITNESS WHEREOF, the _____has caused this instrument to be executed on its behalf by its _____and/or its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all of this _____ day of _____, A.D., 20_____.

_____
Surety Company

_____
Attorney in Fact

(Power of Attorney must be attached if executed by Attorney in Fact)

STATE OF FLORIDA

COUNTY OF _____

Before me the undersigned authority, personally appeared to me well known as the person described in and who executed the foregoing instrument in the name of _____ _____and/or authority to execute the same on behalf of said _____ _____, a corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____this _____day of _____, 20_____.

_____
Notary Public

My Commission Expires:_____

END OF SECTION

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

SECTION 01 00 00
GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: The Work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all Work included in this Contract. The summary of the Work is presented in Section 01 11 00: Summary of Work.

B. Work Included:

1. The Contractor shall furnish all labor, superintendence, materials, plant power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the Work. The Contractor shall obtain and pay for all necessary local building permits. The Contractor shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Engineer, and in strict accordance with the Contract Documents. The Contractor shall clean up the Work and maintain it during and after construction, until accepted, and shall do all Work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the Work.

2. The cost of incidental work described in these Project Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the Work and shall be included in the prices for the various Contract Items. No additional payment will be made therefore.

3. The Contractor shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the Engineer, to perform in a satisfactory and acceptable manner all the Work required by this

Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his workmanship, materials, and equipment, prior approval of the Engineer notwithstanding.

C. Public Utility Installations and Structures:

1. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, vaults, manholes, and all other appurtenances and facilities pertaining thereto whether owned or controlled by the Owner, other governmental bodies, or privately owned by individuals, firms, or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water, or other public or private property which may be affected by the Work shall be deemed included hereunder.

2. The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy and it is the responsibility of the Contractor to make his own investigations to inform himself fully of the character, condition, and extent of all such installations and structures as may be encountered and as may affect the construction operations.

3. The Contractor shall protect all public utility installations and structures from damage during the Work. Access across any buried public utility installation or structure shall be made to avoid any damage to these facilities. All required protective devices and construction shall be provided by the Contractor at his expense. All existing public utilities damaged by the Contractor shall be repaired by the Contractor, at his expense. No separate payment shall be made for such protection or repairs to public utility installations or structures.

4. Public utility installations or structures owned or controlled by the Owner or other governmental body which are shown on the Drawings to be removed, relocated, replaced, or rebuilt by the Contractor shall be

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

considered as a part of the general cost of doing the Work and shall be included in the prices bid for the various Contract Items; therefore, no separate payment shall be made.

5. Where public utility installations of structures owned or controlled by the Owner or other governmental body are encountered during the course of the Work, and are not indicated on the Drawings or in the Specifications, and when, in the opinion of the Engineer, removal, relocation, replacement, or rebuilding is necessary to complete the Work under this Contract, such Work shall be accomplished by the utility having jurisdiction, or such Work may be ordered, in writing by the Engineer, for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously, and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement, or rebuilding as required. If such work is accomplished by the Contractor, it will be paid for as extra work as provided in the Agreement.

6. The Contractor shall, at all times in performance of the Work, employ acceptable methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage, or destruction of public utility installations and structures; and shall, at all times in the performance of the Work, avoid unnecessary interference with, or interruption of, public utility services, and shall cooperate fully with the owners thereof to that end.

7. The Contractor shall give written notice to Owner and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least 48-hours in advance of breaking ground in any area or on any unit of the Work.

8. The maintenance, repair, removal, relocation, or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the owners of such utilities.

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

1.02 DRAWINGS AND PROJECT MANUAL

A. Drawings: When obtaining data and information from the Drawings, figures shall be used in preference to scaled dimensions, and large-scale drawings in preference to small-scale drawings.

B. Supplementary Drawings:

1. When, in the opinion of the Engineer, it becomes necessary to explain more fully the Work to be done or to illustrate the Work further or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared by the Engineer, and the Contractor will be furnished an electronic copy of the plans and project manual.

2. The Supplementary Drawings shall be binding upon the Contractor with the same force as the Contract Drawings. Where such Supplementary Drawings require either less or more than the estimated quantities of Work, credit to the Owner or compensation therefore to the Contractor shall be subject to the terms of the Agreement.

C. Contractor to Check Drawings and Data:

1. The Contractor shall verify all dimensions, quantities, and details shown on the Drawings, Supplementary Drawings, schedules, Specifications, or other data received from the Engineer, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting there from, nor from rectifying such conditions at his own expense. He will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the Engineer, should such errors or omissions be discovered.

2. All schedules are given for the convenience of the Engineer and the Contractor and are not guaranteed to be complete. The Contractor shall

assume all responsibility or the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

D. Specifications: The Technical Specifications consist of three (3) parts: General, Products, and Execution. The General part of a Specification contains General Requirements which govern the Work. The Products and Execution parts modify and supplement the General Requirements by detailed requirements for the Work and shall always govern whenever there appears to be a conflict.

E. Intent:

1. All Work called for in the Specifications applicable to this Contract, but not shown on the Drawings in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Drawings or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the Work, is required and shall be performed by the Contractor as though it were specifically delineated or described.

2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, the interpretation of these Specifications shall be made upon that basis.

1.03 MATERIALS AND EQUIPMENT

A. Manufacturer:

1. All transactions with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request and at the Engineer's option, that the manufacturer or subcontractor deal directly with the Engineer. Any such transactions shall not in any way release the Contractor from his full responsibility under this Contract.

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2. Any two (2) or more pieces of material or equipment of the same kind, type, or classification, and being used for identical types of service, shall be made by the same manufacturer.

B. Delivery:

1. The Contractor shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the Work so as to complete the Work within the allotted time.

2. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor.

C. Tools and Accessories:

1. The Contractor shall, unless otherwise stated in the Contract Documents, furnish with each type, kind, or size of equipment, one (1) complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment. Such tools and appliances shall be furnished in approved painted steel cases, properly labeled and equipped with good grade cylinder locks and duplicate keys.

2. Spare parts shall be furnished as specified herein and as recommended by the manufacturer necessary for the operation of the equipment, not including materials required for routine maintenance.

3. Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight, and principal rate data.

D. Service of Manufacturer's Engineer:

1. The Contract Prices for equipment shall include the cost of furnishing a competent and experienced engineer or superintendent who shall represent the manufacturer and shall assist the Contractor, when required, to install,

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adjust, test, and place in operation, the equipment in conformity with the Contract Documents.

2. After the equipment is placed in permanent operation by the Owner, such engineer or superintendent shall make all adjustments and tests required by the Engineer to prove that such equipment is in proper and satisfactory operating condition, and shall instruct such personnel as may be designated by the Owner in the proper operation and maintenance of such equipment.

1.04 INSPECTION AND TESTING

A. General:

1. For tests specified to be made by the Contractor, the testing personnel shall make the necessary inspections and tests, and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. One (1) original and one (1) electronic copy of the reports shall be submitted, and authoritative certification thereof must be furnished to the Engineer as a prerequisite for the acceptance of any material or equipment.

2. If, in the making of any test of any material or equipment, it is ascertained by the Engineer that the material or equipment does not comply with the Contract Documents, the Contractor will be notified thereof, and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the Work and replace it with acceptable material, without cost to the Owner.

3. Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with the recognized test codes of the ANSI, ASME, or the IEEE, except as may otherwise be stated herein.

4. The Contractor shall be fully responsible for the proper operation of equipment during testing and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the Owner formally takes over the operation thereof.

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

B. Costs:

1. All inspection and testing of materials furnished under this Contract will be provided by the Contractor, unless otherwise expressly specified.

2. The cost of shop and field tests of equipment and of certain other tests specifically called for in the Contract Documents shall be borne by the Contractor, and such costs shall be deemed to be included in the Contract Price.

3. Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the Owner for compliance. The Contractor shall reimburse the Owner for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

C. Certificate of Manufacture:

1. Contractor shall furnish to Engineer authoritative evidence in the form of a certificate of manufacture that the materials to be used in the Work have been manufactured and tested in conformity with the Contract Documents.

2. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

D. Shop Tests:

1. Each piece of equipment for which pressure, duty, capacity, rating, efficiency, performance, function, or special requirements are specified shall be tested in the shop of the maker in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents.

2. Five (5) copies of the manufacturer's actual test data and interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company and/or independent laboratory, shall be submitted to the Engineer for approval.

3. The cost of shop tests and of furnishing manufacturer's preliminary and shop test data of operating equipment shall be borne by the Contractor.

E. Start-up Tests:

1. As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and shall make start-up tests of equipment.

2. If the start-up tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, prior to demonstration tests, make all changes, adjustments, and replacements required. The furnishing Contractor shall assist in the start-up tests as applicable.

F. Demonstration Tests:

1. Prior to Contractor's request for a Substantial Completion inspection, all equipment and piping installed under this Contract shall be subjected to demonstration tests as specified or required to prove compliance with the Contract Documents.

2. The Contractor shall furnish labor, fuel, energy, water, and all other materials, equipment, and instruments necessary for all demonstration tests, at no additional cost to the Owner. Contractor shall assist in the demonstration tests as applicable.

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

1.05 LINES AND GRADES

A. Grade:

1. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings, or as given by the Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.

2. The vertical bench marks provided is USGS "Public Records" monumentation and the horizontal control is the monumentation on plats contained in the "Public Records of Volusia County."

B. Surveys:

1. The Contractor shall furnish and maintain, at his own expense, stakes and other such materials.

2. The Contractor shall check such reference marks by such means as he may deem necessary and, before using them, shall call the Engineer's attention to any inaccuracies.

3. The Contractor shall, at his own expense, establish all working or construction lines and grades as required from the reference marks set by the Engineer, and shall be solely responsible for the accuracy thereof. He shall, however, be subject to the check and review by the Engineer.

C. Safeguarding Marks:

1. The Contractor shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the Work, bear the cost of re-establishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes, and marks.

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2. The Contractor shall safeguard all existing and known property corners, monuments, and marks adjacent to but not related to the Work and shall bear the cost of re-establishing them if disturbed or destroyed.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

SECTION 01 11 00
SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. This Contract is for the construction of the **SUNRISE PARK IMPROVEMENTS – LANDSCAPE AND IRRIGATION.** The work consists of furnishing all labor, equipment, and materials for the construction of the facilities consisting of, but not limited to, the following:

Installation of landscaping and irrigation for the City of Holly Hill's Sunrise Park. The proposed landscape and irrigation area is 3.5 acres.

B. The Contractor shall furnish all labor, equipment, tools, services and incidentals to complete all Work required by these Specifications and as shown on the Drawings.

C. The Contractor shall perform the Work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.

D. All materials, equipment, skills, tools and labor which is reasonably and properly inferable and necessary for the proper completion of the Work in a substantial manner and in compliance with the requirements stated or implied by these Specification or Drawings shall be furnished and installed by the Contractor without additional compensation, whether specifically indicated in the Contract Documents or not.

E. The Contractor shall comply with all City, County, State, Federal, and other codes which are applicable to this Project.

1.02 CONTRACTOR'S USE OF PREMISES

A. The Contractor shall assume full responsibility for the protection and safekeeping of products and materials at the job site. If additional storage or work areas are required, they shall be obtained by the Contractor at no additional cost to the

Owner.

1.03 PROJECT SEQUENCE

A. The Contractor shall establish his work sequence based on the use of crews to facilitate completion of construction and testing within the specified Contract time.

END OF SECTION

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

PART 1 – GENERAL

1.01 SCOPE

A. Separate payment will be made only for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.

B. The Contractor's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

C. No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work if not shown as a separate pay item.

1. Clearing and grubbing.
2. Excavation, including necessary pavement base removal.
3. Shoring and sheeting.
4. Dewatering and disposal of surplus water.
5. Structural fill.
6. Backfill.
7. Grading.
8. Replacement of unpaved roadways, grass, and shrubbery plots.
9. Cleanup.
10. Testing and placing system in operation.
11. Any material and equipment required to be installed and utilized for the test.
12. Pipe, structures, pavement replacement and/or appurtenances included within the limits of lump sum work.
13. Maintaining the existing quality of service during construction.
14. Appurtenant work as required for a complete and operable system.
15. Maintaining or detouring or traffic.

D. No payment shall be made for work constructed outside the authorized limits of work.

PART 2 - MATERIALS AND EQUIPMENT

2.01 Pre-Construction Video **Bid Item 1**

Lump sum payment will be made based on delivery to the City of two copies with documentation of the video for the project route. The contract lump sum price shall be full compensation for all materials and work necessary to complete the professional videotaping in accordance with the project specifications. Construction work shall not start until DVD's are delivered and approved by the project representative**.**

2.02 Landscaping **Bid Item 2**

Lump sum payment will be made for providing and installing the landscaping shown on the plans. The installation shall be as shown on the plans and details and include a warranty. This includes all materials, equipment, and labor required for a complete installation of the landscaping shown on the plans and described in the specifications.

2.03 Irrigation System **Bid Item 3**

Lump sum payment will be made for the controller, piping, valves, spray heads, control wiring, and all other items necessary for a complete installation. This includes all materials, equipment and labor required to irrigated the open areas of the park, as shown on the plans and described in the specifications.

2.04 Electrical **Bid Item 4**

Lump sum payment shall be made for the installation of the electrical feed to the proposed irrigation controller, as shown on the plans. Payment will be full compensation for furnishing all plant labor, materials, equipment, and electrical work to complete all electrical work in accordance with the contract plans, specifications, the National Electric Code and FBC. CONTRACTOR shall obtain required electrical permits prior to commencement of work.

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

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2.05 Permits and Allowances up to Limit with Documentation **Bid Item 5**

An allowance is established to pay costs associated with building permit fees and ancillary costs associated with construction of the improvements. No provisions for mark-up are included within the allowance. Reimbursement for items to be paid within this allowance will require full documentation of expenses.

2.06 As-Built Plans **Bid Item 6**

Lump sum payment will be made based on delivery of record drawings produced by a licensed surveyor conforming to the specifications. Periodical record drawings shall be submitted with each pay estimate on which the ENGINEER shall rely to ensure the improvements are constructed in accordance with the design locations and elevations. Progress payments submitted without updated record drawings to document work constructed that pay period shall be a basis for rejection of the pay request until such time as adequate record drawings are submitted.

END OF SECTION

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

SECTION 01 29 73
SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Submit to the Engineer a Schedule of Values allocated to the various lump sum portions of the Work, at the Pre-Construction Conference, and as otherwise specified or requested to be submitted earlier as evidence of the Apparent Low Bidder's qualifications.

2. Upon request of the Engineer support the values with data which will substantiate their correctness. The data shall include, but not be limited to quantity of materials, all sub-elements of the activity, and their units of measure.

3. The Schedule of Values shall establish the actual value for each activity of the Work to be completed taken from the approved Critical Path Method (CPM) Construction Schedule and shall be used as the basis for the Contractor's Applications for Payment.

B. Related Requirements Described Elsewhere:

1. Conditions of the Construction Contract.
2. Section 00 84 60 - Stored Material Form

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

A. Identify schedule with:

1. Title of project and location.
2. Owner and purchase order number.
3. Engineer and project number.

4. Name and address of Contractor.
5. Contract designation.
6. Date of submission.

B. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing item prices for progress payments during construction.

C. Identify each line item with the number and the title of the respective section of the Specifications.

D. For each major item of the Work, list sub-values of major products or operations under the major item.

E. For the various portions of the Work:

1. The amount for each item shall reflect a total installed cost including a directly proportional amount of the Contractor's overhead and profit.

2. For items on which progress payments will be requested for stored materials, break down the value into:

a. The cost of the materials delivered and unloaded, with taxes paid. Paid invoices are required for materials. Payment for materials shall be limited to the invoiced amount only.

b. The total installed value.

F. Round off figures to nearest dollar amount.

G. The sum of the costs of all items listed in the schedule shall equal the total Contract Price.

H. For each item which has an installed value of more than $15,000, provide a breakdown of costs to list major products or operations under each item.

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1.03 SUB-SCHEDULE OF UNIT MATERIAL VALUES

A. Submit a separate schedule of unit prices for materials to be stored on site and for those materials incorporated into the Work for which progress payments will be requested.

B. The unit values for the materials shall be broken down into:

1. Cost of the material, delivered and unloaded at the site, with taxes paid.

2. Copies of paid invoices for component material shall be included with the payment request in which the material first appears.

C. Only materials unique to the project may be billed when stored on site. Materials of standard use such as conduit, wire, small-diameter pipe, steel, etc., shall not be accepted for payment.

D. The installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

1.04 REVIEW AND RESUBMITTAL

A. After review by Engineer, revise and resubmit Schedule of Values and Schedule of Unit Material Values as required.

B. Resubmit revised schedules in same manner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

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SECTION 01 29 76
PROGRESS PAYMENT PROCEDURES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: Submit Application for payment to the ENGINEER on accordance with schedule established by Conditions of the Contract and Agreement between OWNER and CONTRACTOR. CONTRACTOR shall use the Application and Certificate for Payment Form included on Section 00 84 40 as the official pay request form.

B. Related Requirements Described Elsewhere:

1. Agreement: Section 00 50 00.

2. Construction Progress Schedule: Section 01 32 16.

3. Schedule of Values: Section 01 29 73.

4. Photographic Documentation: Section 01 32 33.

5. Project Record Documents: Section 01 78 39.

1.02 FORMAT REQUIRED

A. Submit applications typed on the form provided in Division 0, Section 00 84 40: Application and Certificate for Payment Form, with itemized data typed on eight and one-half inch by 11 inch (8-1/2" x 11") or white paper continuation sheets.

B. Provide itemized data on continuation sheets of format, schedules, line items, and values specified on the Application and Certificate for Payment Form. The CONTRACTOR shall use the item descriptions and contract values included in schedule of values, approved, and accepted by the ENGINEER as a basis for preparation of the Application for Payment Form.

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1.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

A. Application Form:

1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.

2. Fill in percent complete for each activity and dollar values to agree with respective percent.

3. Execute certification with signature of a responsible officer of CONTRACTOR.

B. Continuous Sheets:

1. Fill in total of all scheduled component items of the Work, with item number and schedule dollar value for each item.

2. Fill in dollar value in each column for each scheduled line item when Work has been performed or products stored. Round off values to nearest dollar, or as specified for Schedule of Values.

3. List each Change Order executed prior to date of submission, at the end of the continuation sheets. List by Change Order Number, and description, as for an original component item Work.

4. To receive approval for payment on component material stored on site, submit copies of the original invoices with Application and Certificate for Payment.

5. As provided for in the Application and Certificate for Payment Form, the CONTRACTOR shall certify, for each current pay request, that all previous progress payments received from the OWNER, under this Contract, have been applied by the CONTRACTOR to discharge in full, all obligations of the CONTRACTOR in connection with Work covered

by prior Applications for Payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest, and encumbrances. CONTRACTOR shall attach to each Application and Certificate for Payment like affidavits by all Subcontractors.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

A. CONTRACTOR shall submit suitable information, with a cover letter identifying:

1. Project.

2. Application number and date.

3. Detailed list of enclosures.

4. For stored products:

a. Item number and identification as shown on application.
b. Description of specific material.

B. Submit one (1) copy of data and cover letter for each copy of application.

C. The CONTRACTOR is to maintain an updated set of drawings to be used as record drawings in accordance with Section 01 78 39: Project Record Documents. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the OWNER and the ENGINEER.

D. Each monthly application for payment shall incorporate the corresponding "monthly progress status report" and updated construction schedule, prepared in accordance with the requirements of Section 01 32 16: Construction Progress Schedule.

E. As a prerequisite for payment, CONTRACTOR shall submit a duly executed letter from surety consenting to payment due and progress to date.

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F. Provide construction photographs in accordance with Section 01 32 33: Photographic Documentation.

1.05 PREPARATION OF APPLICATION FOR FINAL PAYMENT

A. Fill in application form as specified for progress payments. Provide information as required by the General Conditions and Section 01 77 00: Closeout Procedures.

B. Furnish evidence of completed operations and insurance in accordance with the General Conditions.

C. Provide CONTRACTOR's Final Release of Lien (Section 00 84 90) and other close-out submittals as required by the General Conditions.

1.06 SUBMITTAL PROCEDURE

A. Submit Application for Payment to the ENGINEER at the time stipulated in the Agreement, or as agreed to at the pre-construction meeting. Review the percents complete with the ENGINEER and resolve any conflict or discrepancies.

B. Application for payment to be submitted electronically in color for processing and payment.

C. When the ENGINEER finds the Application and Certificate for Payment Form is properly completed and correct, he will execute the Certificate for Payment and transmit the forms to the OWNER, with a copy to the CONTRACTOR.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

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SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.01 The Contractor shall not have any right in property in any materials taken from any excavation and he shall not remove any earth, sand or other material from the lines of the work before the excavation is refilled except upon direction of the Engineer. The provisions of this paragraph shall not be construed as relieving the Contractor of any kind of his obligations to remove and dispose of any of the material excavated, with or without rehandling, at his cost and expense as provided in these specifications.

1.02 Where reference is made within these documents to government specifications, or those of well known organizations such as ASTM, ASA, ASME, etc., the latest editions shall be used, any or all references in these documents to earlier stated editions notwithstanding.

1.03 The Contractor shall take all necessary precautions to prevent damage to existing pipe which is to remain in service during any of his construction operations. Should such pipe be damaged by the Contractor, he shall be required to replace it to the complete satisfaction of the Engineer, at no additional cost to the Owner.

1.04 The Contractor agrees that the work shall be started no later than the date indicated in the Notice to Proceed, and that the total work shall be completed within **90** calendar days.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, that any such work shall remain uncompleted after the completion time, the sum of **One Thousand Dollars ($1,000)** per day shall be deducted by the Owner from monies due the Contractor, not as a penalty but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

1.05 At least thirty (30) days prior to the first progress payment request, the Contractor shall submit to the Owner a schedule of anticipated draws, which estimates as accurately as possible the amount of the anticipated "work in place" which will be completed each month.

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Failure to comply may result in delay in payment, as funds from several sources customarily serve as the project funding source.

1.06 All dewatering and bypass pumping necessary to accomplish the work of this Contract shall be done by the Contractor at no extra or additional cost to the Owner. Any permits required will be the responsibility of the Contractor.

1.07 Examination of Contract Documents and Site. Before submitting a Bid each Contractor must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work, (c) familiarize himself with federal, state and local laws, ordinance, rules and regulations that may in any manner affect cost, progress or performance of the work, and (d) study and carefully correlate Bidder's observations with the Contract Documents.

1.08 The Contractor is required to maintain the water service to customers within the project area at no extra cost to the Owner.

1.09 The Contractor is responsible for recording the Payment and Performance Bond and the Public Construction Bond in the Official Records of Volusia County, Florida. The Contractor shall provide copies of the recorded documents and/or the recording receipt from the County Clerk’s office to the Engineer prior to the issuance of the "Notice to Proceed". The Contractor shall be responsible for paying all costs associated with the recording of these documents and no separate contract payment shall be made to the Contractor for this item.

1.10 The Contractor acknowledges that he is responsible for complying with all aspects of the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. He assumes all responsibility and costs entailed.

1.11 Construction materials may be stockpiled at the Holly Hill wastewater treatment plant. Additional storage locations are allowed but all arrangements and costs incurred are the responsibility of the Contractor. Prior to making arrangements with individual property owners, the Contractor shall indicate to the City and the Engineer which sites have been targeted for material storage. The City reserves the right to approve or disapprove the proposed locations.

1.12 The Contractor is responsible for obtaining a St. Johns River Water Management District Permit for (dewatering) consumptive use if the Contractor's "means or methods" trip the Agency's thresholds requiring permits. No separate payment or contract time extension for the Contractor obtaining the permit will be granted by the City.

1.13 The Contractor shall submit an executed "Consent of Surety for Final Payment" form, copy of which is included with the Contract Documents, prior to submitting a final request for payment as well as lien releases from all suppliers filing 'Notice to Owners' with the City.

1.14 The Contractor is advised that all bypass pumping shall be coordinated with the Public Works Department. All pumping equipment, piping, operation and clean up is the sole responsibility of the Contractor.

1.15 All unit pricing shall remain valid for the duration of the contract.

1.16 Florida Sales Tax on materials, as well as all other customary taxes on construction activities, shall be paid for by the Contractor at no additional expense to the Owner.

1.17 All service outages shall be coordinated through the Public Works Department. Provisions shall be made for extended outages provisions may include temporary piping and services or alternative means of maintaining potable water service for affected residents. It is the Contractor's responsibility to notify the homeowner's of any potential impacts resulting from construction activities. The contractor shall document all notification procedures and provide written notification to the residents which specifically describe time frames for scheduled outages. Any claims for damages resulting from construction activities are the sole responsibility of the contractor.

1.18 The Contractor will set up an account and pay for all water used in the construction of the proposed improvements.

1.19 Construction shall be limited to weekday 'day light' working hours. No weekend, night time or holiday work shall be performed without obtaining permission in advance from the Project Engineer.

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1.20 The Contractor must submit a work plan and traffic control plan in writing prior to commencement of work. The plan is subject to the approval of the fire department, police department, public works department and the Engineer.

1.21 The Contractor shall schedule his work in a manner that will result in a continuous process from commencement through completion. The intention of this requirement is to complete an area once work has commenced and avoid skipping from one site to another and disrupting several areas of the City simultaneously.

1.22 The Contractor must maintain access to driveways while construction is in progress.

1.23 This work may have an impact upon system customers. The Contractor shall have someone on call to take emergency calls on a 24 hour per day seven day per week basis. This individual will be able to respond to emergency calls from City personnel.

END OF SECTION

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

SECTION 01 31 19
PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Contractor shall coordinate with the Engineer to schedule and administer the preconstruction meeting, resident meeting, utility coordination, periodic progress meetings, and specifically called meetings throughout the progress of the Work.

2. The Engineer shall:

a. Prepare agenda for meetings.
b. Make physical arrangements for meetings.
c. Preside at meetings.
d. Take and distribute meeting minutes.

3. The Contractor shall:

a. Attend all meetings along with pertinent subcontractors and suppliers.
b. Appoint attendees who are qualified and authorized to act on behalf of the entity each represents.
c. Provide requested information at meetings.

4. The Owner shall:

a. Attend meetings to ascertain that the Work is expedited consistent with Contract Documents and construction schedules.

B. RELATED REQUIREMENTS DESCRIBED ELSEWHERE:

1. Section 01 32 16 - Construction Progress Schedules

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

2. Section 01 33 23 - Shop Drawings, Product Data, and Samples
3. Section 01 78 39 - Project Record Documents

1.02 PRECONSTRUCTION MEETING

A. Purpose: To initiate coordination of contractual requirements prior to start of work.

B. Scheduling: Engineer will schedule a preconstruction meeting after execution of the Contract. Invites shall be sent via electronic mail.

C. Location: A local site, convenient for all parties, designated by the Engineer.

D. Attendance:

1. Owner's representative.
2. Engineer and his sub-consultants.
3. Resident project representative.
4. Contractor and his superintendent.
5. Major subcontractors.
6. Representatives of major suppliers and manufacturers, as appropriate.
7. Governmental and franchised utility representatives, as appropriate.
8. Permit agency representatives, as appropriate.
9. Funding agency representatives, as appropriate.
10. Others as requested by the Contractor, Owner, and Engineer.

E. Suggested Agenda:

1. Introductions and Roles
2. Contract Execution and Dates

    a. Contracts
    b. Contract Time/Dates
    c. Copies of Conformed Documents

3. Communications

    a. Lines of Communication

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b. Coordination Meetings
c. Contact List
d. Requests for Information (RFIs)

4. Preconstruction Matters

a. Submittals
b. Material Acquisition
c. Mobilization
d. Permitting

5. Construction/Coordination

a. Working Days/Hours
b. Change Orders
c. Locating Existing Facilities
d. Demolition
e. Testing
f. Updated Schedules

6. Pay Requests

a. Process
b. Schedule of Values
c. Stored Materials
d. Preliminary As-Builts

7. Contract Closeout

a. Substantial Completion
b. Punch-list
c. Final Acceptance
d. Warranty
e. Final Payment

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

1.03 RESIDENT MEETING(S)

A. Purpose: To present construction approach to effected residents and to allow residents to ask questions concerning such.

B. Scheduling: Engineer/Owner will schedule resident meeting(s) after preconstruction meeting is held, but before construction begins. Invites shall be distributed via electronic mail and hard copy flyers. Contractor shall assist in the distribution of flyers.

C. Location: A local site, convenient for all parties, designated by the Engineer/Owner.

D. Attendance:

1. Owner's representative.
2. Engineer.
3. Resident project representative.
4. Contractor and his superintendent.
5. Major subcontractors, as appropriate.
6. Residents.

E. Suggested Agenda: To be determined by Engineer/Owner

1.04 UTILITY COORDINATION MEETING(S)

A. Purpose: To discuss the coordination of the construction with existing and proposed utilities.

B. Scheduling: Engineer will schedule utility coordination meeting(s) as needed. These meetings may be held in conjunction with Progress Meetings. Invites shall be distributed via electronic mail.

C. Location: A local site, convenient for all parties, designated by the Engineer.

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D. Attendance:

1. Owner's representative.
2. Engineer.
3. Resident project representative.
4. Contractor and his superintendent.
5. Major subcontractors, as appropriate.
6. Utility representatives.

E. Suggested Agenda: To be determined by Engineer.

1.05 PROGRESS MEETINGS

A. Purpose: To discuss the progress of the construction and projected work activities.

B. Scheduling: Engineer will schedule progress meetings on a regular basis at a minimum frequency of once per week and at a maximum frequency of once per month. Invites shall be distributed via electronic mail.

C. Location: A local site, convenient for all parties, designated by the Engineer.

D. Attendance:

1. Owner's representative.
2. Engineer and sub-consultants, as appropriate.
3. Resident project representative.
4. Contractor and his superintendent.
5. Major subcontractors, as appropriate.
6. Utility representatives, as appropriate.
7. Permit agency representatives, as appropriate.
8. Funding agency representatives, as appropriate.

E. Suggested Agenda:

1. Work progress since last meeting
2. Work scheduled this period
3. Field observations, problems and conflicts.

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4. Construction schedule

    a. Status of current schedule
    b. Issues impacting schedule
    c. Fabrication and delivery schedules
    d. Corrective measures to regain projected schedule

5. Submittals
6. RFIs
7. Pending Changes and Substitutions
8. Quality Control
9. Pay Requests
10. Other Business

PART 2- PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

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SECTION 01 32 16
CONSTRUCTION PROGRESS SCHEDULES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Promptly after award of the Contract, prepare and submit to the Engineer estimated construction progress schedules demonstrating complete fulfillment of all Contract requirements utilizing a Critical Path Method (hereinafter referred to as CPM) in planning, coordinating, and performing the Work under this Contract (including all activities of subcontractors, equipment vendors, and suppliers). The principles and definition of CPM terms used herein shall be as set forth in the Associated General Contractors of America (AGC) publication, The Use of CPM in Construction, A Manual for General Contractors and the Construction Industry, latest edition, but the provisions of this Specification shall govern the planning, coordinating, and performance of the Work.

2. Submit revised progress schedules on a monthly basis. No partial payments shall be approved until there is an approved construction progress schedule on hand.

B. Related Requirements Described Elsewhere:

1. Conditions of the Contract.
2. Section 01 11 00 - Summary of Work
3. Section 01 31 19 - Project Meetings
4. Section 00 62 76 - Application for Payment Form
5. Section 01 33 23 - Shop Drawings, Project Data, and Samples
6. Section 01 29 73 - Schedule of Values

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1.02 QUALIFICATIONS

A. A statement of computerized CPM capability shall be submitted in writing prior to the award of the Contract and shall verify that either Contractor's organization has in-house capability to use the CPM technique or that Contractor will employ a CPM consultant who is so qualified.

B. In-house capability shall be verified by description of construction projects to which Contractor or Contractor's consultant has successfully applied computerized CPM and shall include at least two (2) projects valued at least half the expected value of this project.

1.03 FORM OF SCHEDULES

A. Prepare schedules in the form of a horizontal bar chart.

1. Provide a separate horizontal bar for each trade or operation within each structure or item.

2. Horizontal time scale:

a. Show starting and completion dates for each activity in terms of the number of days after Notice to Proceed. All completion dates shown shall be within the period specified for contract completion.

b. Identify the first workday of each month.

3. Scale and Spacing: Sufficient to allow space for notations and future revisions.

4. Maximum Sheet Size: 24 inches by 36 inches.

B. Format of Listings: The chronological order of the start of each item of work for each structure.

C. Identification of Listings: By major specification section numbers as applicable and by utility.

D. Construction Progress Schedules shall be computer generated using software offered by Primavera, or approved equal.

1.04 CONTENT OF SCHEDULES

A. Construction Progress Schedule:

1. Show the complete sequence of construction by activity and by structure.

2. Show the dates for the beginning and completion of each major element of construction in no more than a two (2) week increment scale. Specifically, list, but do not limit to:

a. Shop Drawing Schedule.
b. Installation of temporary facilities.
c. Clearing.
d. Demolition
e. Subcontractor work
f. Utility Installations
g. Paving
h. Start-Up
i. Project closeout

3. Show projected percentage of completion for each item, as of the first day of each month.

4. Show projected dollar cash flow requirements for each month of construction and for each activity as indicated by the approved Schedule of Values.

B. Submittals for construction progress schedules shall be in accordance with Section 01 33 23: Shop Drawings, Product Data, and Samples. Indicate on the schedule the following:

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1. The dates for Contractor's submittals.
2. The date submittals will be required for Owner-furnished products, if applicable.
3. The date approved submittals will be required from the Engineer.

C. A typewritten list of all long lead items (equipment, materials, etc.).

D. To the extent that the progress schedule or any revised progress schedule shows anything not jointly agreed upon or fails to show anything jointly agreed upon, it shall not be deemed to have been approved by the Engineer. Failure to include any element of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within any applicable completion date, notwithstanding the Engineer's approval of the progress schedule.

E. Scheduling Constraints: The work within Owner's property must be completed within the maximum number of days start to finish, as indicated in the Contract. Additionally, work must proceed on a continuous basis, without stoppages, except for nights and weekends. There shall be no lapses between phases of construction.

1.05 PROGRESS REVISIONS

A. Indicate progress of each activity to date of submission.

B. Show changes occurring since previous submission of schedule:

1. Major changes in scope.
2. Activities modified since previous submission.
3. Revised projections of progress and completion.
4. Other identifiable changes.

C. Provide a narrative report as needed to define:

1. Problem areas, anticipated delays, and the impact on the schedule.
2. Corrective action recommended, and its effect.
3. The effect of changes on schedules of other prime contractors.

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D. If the Work falls behind the critical path schedule by two (2) weeks or more, the Contractor shall prepare a recovery schedule.

1.06 SUBMISSIONS

A. Submittal Requirements.

1. Logic network and/or time-phased bar chart, computer generated.

2. Computerized network analysis:

a. Sort by early start
b. Sort by float
c. Sort by predecessor/successor

3. Narrative description of the logic and reasoning of the schedule.

B. Time of Submittals.

Within ten (10) working days after Notice to Proceed, Contractor shall submit a network diagram describing the activities to be accomplished in the project and their dependency relationships, (predecessor/successor) as well as a tabulated schedule as herein defined. The total length of time indicated on the initial CPM schedule shall equal the exact number of days in the Contract Time as defined in Agreement. The schedule produced and submitted shall also indicate calendar dates, including project starting and completion dates, based on the Contract Commencement and completion dates indicated in the Notice to Proceed. The Engineer will complete the review of the complete schedule within fifteen (15) working days after receipt. During the review process, the Engineer may meet with a representative of Contractor to review the proposed plan and schedule to discuss any clarifications that may be necessary.

C. Within ten (10) working days after the conclusion of the Engineer's review period, Contractor shall revise the network diagram as required and resubmit the network diagram and a tabulated schedule produced therefrom. The revised network diagram and tabulated schedule shall be reviewed and accepted or rejected by the

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Engineer within fifteen (15) working days after receipt. The network diagram and tabulated schedule, when accepted by the Engineer, shall constitute the project work schedule unless a revised schedule is required due to substantial changes in the Work, a change in Contract Time or a recovery schedule is required and requested.

D. Acceptance. The finalized schedule will be acceptable to the Engineer when, in the opinion of the Engineer, it demonstrates an orderly progression of the Work to completion in accordance with the Contract Documents. Such acceptance will neither impose on the Engineer responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility, therefore. The finalized schedule of shop drawing submittals will be acceptable to the Engineer when, in the opinion of the Engineer, it demonstrates a workable arrangement for processing the submittals in accordance with the requirements. The finalized Schedule of Values (lump sum price breakdown), as applicable, will be acceptable to the Engineer as to form and content when, in the opinion of the Engineer, it demonstrates a substantial basis for equitably distributing the Contract Price. When the network diagram and tabulated schedule have been accepted, the Contractor shall submit to the Engineer six (6) copies of the time-scaled network diagram, six (6) copies of a computerized tabulated schedule in which the activities have been sequenced by numbers, six (6) copies of a computerized tabulated schedule in which the activities have been sequenced by early starting date, and six (6) copies of a computerized, tabulated schedule in which activities have been sequenced by total float, and six (6) copies sorted by predecessor/successor.

E. Revised Work Schedules. Contractor, if requested by the Engineer, shall provide a revised work schedule if, at any time, the Engineer considers the completion date to be in jeopardy because of "activities behind schedule." The revised work schedule shall include a new diagram and tabulated schedule conforming to the requirements of Paragraph 1.09 herein, designed to show how Contractor intends to accomplish the Work to meet the completion date. The form and method employed by Contractor shall be the same as for the original work schedule. No payment will be made if activities fall more than two (2) weeks behind schedule and a revised work schedule is not furnished.

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F. Schedule Revisions. The Engineer may require Contractor to modify any portions of the work schedule that become infeasible because of "activities behind schedule" or for any other valid reason. An activity that cannot be completed by its original latest completion date shall be deemed to be behind schedule. No change may be made to the sequence, duration, or relationships of any activity without approval of the Engineer.

1.07 DISTRIBUTION

A. Distribute copies of the reviewed schedules to:

1. Engineer.
2. Jobsite file.
3. Subcontractors.
4. Other concerned parties.
5. Owner (two copies).

B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

1.08 CHANGE ORDERS

A. Upon approval of a change order, the approved changes shall be reflected in the next scheduled revision or update submittal of the construction progress schedule by the Contractor.

1.09 CPM STANDARDS

A. CPM, as required by this Section, shall be interpreted to be generally as outlined in the Associated General Contractors (AGC) publication, The Use of CPM in Construction, A Manual for General Contractors and the Construction Industry, Copyright 1976.

B. Work schedules shall include a graphic network and computerized, tabulated schedules as described below. To be acceptable the schedule must demonstrate the following:

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1. A logical succession of work from start to finish.

2. Definition of each activity. Activities shall be identified by major specification section numbers, as applicable, and by major utility.

3. A logical flow of work crews/equipment (crews are to be defined by manpower category and man-hours; equipment by type and hours).

4. Show all work activities and interfaces including submittals as well as major material and equipment deliveries.

C. Networks.

1. The CPM network, or diagram, shall be in the form of a time-scaled diagram of the customary activity-on-type and may be divided into a number of separate pages with suitable notation relating the interface points among the pages. Notation on each activity line shall include a brief work description and duration, as described in Paragraph 1.09, D. herein.

2. All construction activities and procurement shall be indicted in a time-scaled format, and a calendar shall be shown on all sheets along the entire sheet length. Each activity arrow shall be plotted so the beginning and completion dates of said activity can be determined graphically by comparison with the calendar scale. All activities shall be shown using the symbols that clearly distinguish between critical path activities, non-critical path activities, and float for each non-critical activity. All non-critical path activities shall show estimated performances time and float time in scaled form.

D. The duration indicated for each activity shall be in calendar days and shall represent the single best time considering the scope of the work and resources planned for the activity including time for inclement weather. Except for certain non-labor activities, such as curing concrete or delivering materials, activity durations shall not exceed fourteen (14) days nor be less than one (1) day unless otherwise accepted by the Engineer.

E. Tabulated Schedules. The initial schedule shall include the following minimum data for each activity:

1. Activity Beginning and Ending Numbers (i-j numbers) (single activity numbers may be used).
2. Duration.
3. Activity Description.
4. Early Start Date (Calendar Dated).
5. Late Start Date (Calendar Dated).
6. Early Finish Date (Calendar Dated).
7. Late Finish Date (Calendar Dated).
8. Identified Critical Path.
9. Total Float (Note: No activity may show more than 20 days float).
10. Cost of Activity.
11. Equipment Hours, by type; Man-Power Hours, by crew or trade.

F. Project Information. Each tabulation shall be prefaced with the following summary data:

1. Project Name.
2. Contractor.
3. Type of Tabulation (Initial or Updated).
4. Project Duration.
5. Project Scheduled Completion Date.
6. Effective or Starting Date of the Schedule.
7. New Project Completion Date and Project Status (if an updated or revised schedule).
8. Actual Start Date and Actual Finish Date (for all updated schedules.)

1.10 SCHEDULE MONITORING

A. At not less than monthly intervals or when specifically requested by Engineer, Contractor shall submit to the Engineer a computer printout of an updated schedule for those activities that remain to be completed. Typically, the updated schedule will be submitted with the application for payment as specified below.

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B. The updated schedule shall be submitted in the form, sequence, and number of copies requested for the initial schedule.

1.11 PROGRESS MEETINGS

A. For the monthly progress meeting, Contractor shall submit a revised CPM schedule and a three-week look-ahead schedule, showing all activities completed, in progress, uncompleted, or scheduled to be worked during the weeks. The three weeks include the current week plus the next two weeks. All activities shall be from the approved CPM and must be as shown on the CPM unless behind or ahead of schedule. One copy of the revised CPM schedule shall be submitted with each copy of that month's application for payment, electronically in color.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 32 33
PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Scope of Work: The Contractor shall employ a competent photographer to take construction record photographs and video recording prior to start of the Work, periodically during the course of the Work, and following the completion of the Work.

B. Summary: This Section includes administrative and procedural requirements for the following

1. Preconstruction photographs
2. Preconstruction video recordings
3. Periodic Construction photographs
4. Completion construction photographs

C. Related Requirements Described Elsewhere:

1. Section 01 00 00 - General Requirements
2. Section 01 11 00 - Summary of Work
3. Section 01 30 00 - Administrative Requirements
4. Section 01 78 39 - Project Record Documents

D. Photographs and videos shall be taken in conformance with this Section and shall be furnished to the Engineer with each pay request. Failure to comply will result in rejection of pay request.

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1.02 INFORMATIONAL SUBMITTALS

A. Key Plan: Submit key plan of the Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include the same information as corresponding photographic documentation.

B. Digital Photographs: Submit image files within three (3) days of taking photographs

1. Digital Camera: Minimum sensor resolution of 8 megapixels
2. Format: Minimum 3200 by 2400 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph accompanied by key plan file.
3. Identification: Provide the following information with each image description in file metadata tag:

a. Name of Project.
b. Name and contact information for photographer.
c. Name of Architect.
d. Name of Contractor.
e. Date photograph was taken.
f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
g. Unique sequential identifier keyed to accompanying key plan.

C. Video Recordings: Submit video recordings within seven (7) days of recording.

1. Submit video recordings in digital video disc format acceptable to Architect by posting to Web-based photographic documentation service provider's Web site.
2. Identification: With each submittal, provide the following information:

a. Name of Project.
b. Name and address of photographer.
c. Name of Architect and Construction Manager.

d. Name of Contractor.
e. Date video recording was recorded.
f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
g. Weather conditions at time of recording.

1.03 COST OF PHOTOGRAPHY

A. The Contractor shall pay costs for specified ground and aerial photography, videography, and web-based documentation.

1.04 QUALITY ASSURANCE

A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three (3) years.

B. Digital photographs may be taken by the Contractor's personnel but must be of professional quality as herein specified. Photographs which are deemed unsatisfactory will be rejected and retakes will be required.

C. Web-Based Photographic Documentation Service Provider: A firm specializing in providing photographic equipment, Web-based software, and related services for construction projects with record of providing satisfactory services similar to those required for the Project.

1.05 USAGE RIGHTS

A. Obtain and transfer copyright usage rights from the Photographer to the Owner for unlimited reproduction of photographic documentation.

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PART 2 - PRODUCTS

2.01 PHOTOGRAPHIC MEDIA

A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 8 megapixels, and at an image resolution of not less than 3200 by 2400 pixels.

B. Digital Video Recordings: Provide high- resolution digital video disc in format acceptable to Architect.

PART 3 - EXECUTION

3.01 CONSTRUCTION PHOTOGRAPHS

A. Photographer: Engage a qualified photographer to take construction photographs.

B. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.

1. Maintain key plan with each set of construction photographs that identifies each photographic location.

C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

1. Date and Time: Include date and time in file name for each image.
2. Field Office Images: Maintain one (1) set of images accessible in the field office at Project site, available always for reference. Identify images in the same manner as those submitted to Architect and Construction Manager.

D. Preconstruction Photographs: Before starting construction, take photographs of Project site and surrounding properties, including existing items to remain during

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construction, from different vantage points, as directed by Architect and Construction Manager.

1. Flag excavation areas and construction limits before taking construction photographs.
2. Take twenty (20) photographs to show existing conditions adjacent to property before starting the Work.
3. Take twenty (20) photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.

E. Periodic Construction Photographs: Take twenty (20) photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

F. Architect and Construction Manager - Directed Construction Photographs: From time to time, Architect and Construction Manager will instruct photographer about number and frequency of photographs and general directions on vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.

G. Final Completion Construction Photographs: Take twenty (20) color photographs after date of Substantial Completion for submission as project record documents. Architect and Construction Manager will inform photographer of desired vantage points.

1. Do not include date stamp.

H. Additional Photographs: Architect or Construction Manager may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.

1. Three (3) days' notice will be given, where feasible.

2. In emergency situations, take additional photographs within 24 hours of request.
3. Circumstances that could require additional photographs include, but are not limited to, the following:

    a. Special events planned at Project site.
    b. Immediate follow-up when on-site events result in construction damage or losses.
    c. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
    d. Substantial Completion of a major phase or component of the Work.
    e. Extra record photographs at time of final acceptance.
    f. Owner's request for special publicity photographs.

3.02 CONSTRUCTION VIDEO RECORDINGS

A. Video Recording Photographer: Engage a qualified videographer to record construction video recordings. Time must be accurate and continuously generated.

B. Recording: Mount camera on tripod before starting recording unless otherwise necessary to show area of construction. Display continuous running time and date. At start of each video recording, record weather conditions from local newspaper or television and the actual temperature reading at Project site.

C. Narration: Describe scenes on video recording by dubbing audio narration off-site after video recording is recorded. Include description of items being viewed, recent events, and planned activities. At each change in location, describe vantage point, location, direction (by compass point), and elevation or story of construction.

1. Confirm date and time at beginning and end of recording.
2. Begin each video recording with name of Project, Contractor's name, videographer's name, and Project location.

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D. Transcript: Provide a typewritten transcript of the narration. Display images and running time captured from video recording opposite the corresponding narration segment.

E. Preconstruction Video Recording: Before starting construction, record video recording of Project site and surrounding properties from different vantage points, as directed by Architect and Construction Manager.

1. Flag excavation areas and construction limits before recording construction video recordings.
2. Show existing conditions adjacent to Project site before starting the Work.
3. Show existing buildings either on or adjoining Project site to accurately record physical conditions at the start of construction.
4. Show protection efforts by Contractor.

3.03 DELIVERY OF PHOTOGRAPHS AND VIDEOS

A. Photographs and videos will be delivered electronically following specifications above with a coordinating log, to the Engineer as attachment to Application for Payment.

B. Distribution of construction photographs, as soon as processed, is anticipated to be as follows:

1. Engineer one (1) set.
2. Project record file one (1) set to be stored by Contractor until the end of the project which shall then be delivered with Project Record Documents as specified in Section 01 78 39.
3. Contractor one (1) set.

END OF SECTION

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SECTION 01 33 23
SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. The Contractor shall submit to the Engineer for review and approval, such working drawings, shop drawings, test reports and data on materials and equipment, and material samples materials list, certificates and affidavits as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.

B. Within twenty (20) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete materials list of preliminary data on items for which Shop Drawings are to be submitted. Included in this materials list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way be expressed or implied relief to the Contractor from submitting complete Shop Drawings and providing material, equipment, etc., fully in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.

C. The Contractor shall maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and the Engineer. This log shall include the following items:

1. Submittal Description and Number assigned.
2. Date submitted to Engineer
3. Date returned to Contractor (from Engineer).
4. Status of Submittal (Approved, Approved as Noted, Not Approved/Resubmit).
5. Date of Resubmittal and Return (as applicable).
6. Date of material release (for fabrication).
7. Projected date of fabrication.
8. Projected date of delivery to site.

9. Status of O&M manuals submitted.
10. Specification Section.
11. Drawings Sheet Number.

D. Related Work Specified Elsewhere

1. Section 01 60 00: Product Requirements

1.02 CONTRACTOR'S RESPONSIBILITY

A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the drawings and data shall bear Contractor's stamp and signature showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp and signature will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. If the Contractor takes exception to the specifications, the Contractor shall note the exception in the letter of transmittal to the Engineer. Shop drawings submittals shall not be used as a vehicle for requesting approval of substitute or alternative equipment and materials. Substitution requests will be considered only when submitted in accordance with the applicable provisions of Section 01 60 00.

B. Determine and Verify:

1. Field measurements.
2. Field construction criteria.
3. Catalog numbers and similar data.
4. Conformance with Specifications.

C. The Contractor shall furnish the Engineer a schedule of Shop Drawings submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.

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D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the Engineer, with approval.

E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking and appropriate action from the time the Engineer receives them.

F. All submittals shall be accompanied by a transmittal letter prepared in duplicate containing the following information:

1. Date.
2. Project Title and Number.
3. Contractor's name and address.
4. Notification of deviations from Contract Documents.
5. Submittal Log Number conforming to Specification Section Numbers.

G. The CONTRACTOR shall submit descriptive or product data submittals/drawings electronically to the ENGINEER. The ENGINEER will review the submittals/drawings and return marked-up submittals/drawings with appropriate review comments electronically to the CONTRACTOR.

H. Once submittals/drawings are approved, they are to be distributed electronically to the OWNER, ENGINEER and CONTRACTOR.

I. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.

J. The Contractor shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment he proposed to supply both as pertaining to his own work and any work affected under other parts, headings, or divisions of Drawings and Specifications.

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1.03. ENGINEER'S REVIEW OF SHOP DRAWINGS

A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation. The Engineer's review and exceptions, if any, will not constitute an approval of dimensions, quantities, and details of the material, equipment, device, or item shown.

B. The review of drawings and schedules will be general, and shall not be construed:

1. As permitting any departure from the Contract requirements;

2. As relieving the Contractor of responsibility of any errors, including details, dimensions, and materials;

3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.

C. If the drawings or schedules as submitted describe variations and show a departure from the Contract requirements which Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in Contract Price or time for performance, the Engineer may return the reviewed drawings, without noting an exception.

D. When reviewed by the Engineer, each of the Shop Drawings will be identified as having received such review, being so stamped and dated. Shop Drawings stamped "NOT APPROVED/RESUBMIT" and with required corrections shown will be returned to the Contractor for correction and re-submittal.

E. Resubmittals will be handled in the same manner as first submittals. On Resubmittals the Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.

F. If the Contractor considers any correction indicated on the drawings to constitute a

change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.

G. Shop Drawings and submittal data shall be reviewed by the Engineer for each original submittal and first Resubmittal; thereafter review time for subsequent Resubmittals shall be charged to the Contractor in accordance with the terms of the Engineer's Agreement with the Owner.

H. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.

I. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor for Resubmittal. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items for:

1. Systems

2. Processes

3. As indicated in Specifications Sections, all drawings, schematics, manufacturer's product data, certifications and other shop drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.

1.04 SHOP DRAWINGS

A. When used in the Contract Documents, the term "Shop Drawings" shall be considered to mean Contractor's plans for materials and equipment which become an integral part of the Project. These drawings shall be completed and detailed. Shop Drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawing, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data shall be considered only as supportive to required shop drawings as defined above. As used herein, the term "manufactured" applied to standard units usually mass-

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produced; and "fabricate" means items specifically assembled or made out of selected materials to meet individual design requirements.

B. Manufacturer's catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to the Work by striking or cross-hatching.

C. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.

D. Each Shop Drawing shall have a transmittal sheet. The transmittal sheet shall display the following:

1. Project title and number
2. Name of project building or structure
3. Number and title of the shop drawing
4. Date of shop drawing or revision
5. Name of Contractor and subcontractor submitting drawing
6. Supplier/manufacturer
7. Separate detailer when pertinent
8. Specification number
9. Drawing number

E. If drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings have been reviewed.

F. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall

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give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.

G. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.

H. All manufacturers or equipment suppliers who are proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five (5) installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.

I. Only the Engineer will utilize the color "red" in marking shop drawing submittals.

1.05 WORKING DRAWINGS

A. When used in the Contract Documents, the term "working drawings" shall be considered to mean the Contractor's plan for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and false work; for underpinning; and for such other work as may be required for construction but does not become an integral part of the project.

B. Copies of working drawings as noted in paragraph 1.05 A. above, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.

C. Working drawings shall be signed by a registered Professional Engineer, currently licensed to practice in the State of Florida and shall convey, or be accompanied by, calculation or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Review of working drawings by the Engineer will not relieve the Contractor in any way from his responsibility with regard to the fulfillment of the terms of the Contract. All risks

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of error are assumed by the Contractor; the Owner and Engineer shall have no responsibility therefore.

1.06 SAMPLES

A. The Contractor shall furnish, for the approval of the Engineer, samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the Engineer.

B. Samples shall be of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of the product, with integrally related parts and attachment devices.

2. Full range of color, texture and pattern.

3. A minimum of two (2) samples of each item shall be submitted.

C. Each sample shall have a label indicating:

1. Name of project.
2. Name of Contractor and subcontractor.
3. Material or equipment represented.
4. Place of origin.
5. Name of producer and brand (if any).
6. Location in project.
7. Submittal Number.

(Samples of finished materials shall have additional marking that will identify them under the finish schedules).

D. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in paragraph 1.06 B. above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the

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Engineer. Approval of a sample shall be only for the characteristics or use names in such approval and shall not be construed to change or modify any Contract requirements.

E. Approved samples not destroyed in testing shall be sent to the Engineer or stored at the site of work. Approved samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the approved samples. Samples which failed testing or were not approved will be returned to the Contractor at his expense, if so, requested at time of submission.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 45 29
TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Contractor will employ and pay for services of an Independent testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications herein and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

2. Contractor shall cooperate with the laboratory to facilitate the execution of its required services.

3. Contractor shall provide Engineer with all test results as indicated herein within five (5) days of receipt.

B. Related Requirements Described Elsewhere:

1. Testing laboratory inspection, sampling and testing is required for, but not limited to the following:

a. Section 31 23 00 - Excavation and Fill

b. Section 03 30 00 - Cast-in-Place Concrete

c. Section 33 05 05 - Hydrostatic Testing

C. The following schedule defines the responsibility for various tests.

Test	Notes	Paid for By
Soil Compaction	Pipe Work: every 300 ft. at each lift of compaction minimum. Beneath Structures: each 500 sq. ft. lift of compaction minimum and each lift around structures.	Contractor
Pressure	As specified in Section 33 05 05	Contractor
Bacteriological	As required by local and state agencies.	Contractor
LBR	Each 1500 SF of pavement (minimum).	Contractor
Concrete	Slump test each delivery and compression test five cylinders every 50 C.Y. (minimum).	Contractor

D. Additional Tests: The Contractor shall pay for first tests as specified herein. In the event that first test samples do not meet the applicable material specification, the Contractor shall take measures to conform the material and equipment to the Specifications. All subsequent tests shall be paid for by the Contractor.

1.02 LABORATORY TESTS

A. The materials listed below shall require advance and periodic laboratory tests as indicated, and shall be sampled in accordance with the methods of the A.S.T.M. and as directed by the Engineer. With the exception of concrete test cylinders and mixing water, duplicate advance samples of all materials requiring laboratory tests shall be submitted to the Engineer, one of which will be certified by the Engineer for submission to the testing laboratory and the other retained on the job site in suitable storage provided by the Contractor. Except as noted below, preliminary samples of materials for advance laboratory tests shall be submitted at least two weeks prior to starting delivery of such materials to the site of the project. The testing laboratory shall furnish both the Engineer and the Contractor with two (2) copies of the reports showing the results of such tests, and the reports shall be considered as sufficient evidence of the acceptance or rejection of the quality of the materials tested. The specifications for, and the method of testing, will be found

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under the detailed specifications for the particular material involved. All samples shall be properly packed and clearly marked as to source and intended use.

MATERIALS	TEST FREQUENCY	SAMPLE SIZE	SHIPPING CONTAINER
Fine Aggregate	Advance, first shipment then each 100 tons	100 lbs.	Canvas Sack
Coarse Aggregate	Advance, first shipment then each 200 tons	Stone or Gravel 200 lbs.	Strong Sack
Concrete	Advance test using approved materials	4 cylinders per mix, 2 broken at 7 days, 2 at 28 days	
Concrete (b) Air Entrainment	Advance test on trial mix air entraining agent is used. Test as specified under Article 405 (e)		

1.03 TESTS

A. The materials listed below shall be tested at the shop or plant of, and by, the producer. Each manufacturer of such materials shall be fully equipped to carry out the tests herein designated. Upon demand of the Engineer, the manufacturer shall perform such additional number of tests as the Engineer may deem necessary to establish the quality of the material offered for use. The Engineer shall be furnished with the certified records of reports of the results of all tests, such reports of records to contain a sworn statement that the tests have been made as specified.

MATERIAL	TEST METHOD
Cement	ASTM C114
Ductile Iron Pipe (Centrifugally Cast)	As required under ANSI A21.51-1176
Brick	ASTM C-32
Reinforcement	ASTM A-15 & A-305

1.04 FIELD TESTS

A. All sewers, water lines, piping and equipment shall be tested in the field in the presence of the Engineer or his authorized assistant, in the manner prescribed in the sections of these specifications pertaining to such installations. The Engineer may also perform or have performed any other field tests necessary to determine compliance with the Contract requirements. The Contractor shall furnish all necessary labor, equipment, and materials for such tests and, with the exception of the Engineer's expenses, shall bear all the cost thereof.

1.05 PAVING TESTS

A. The following tests will be made, unless otherwise stipulated by the Engineer, by a testing laboratory approved by the Engineer:

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Material	Test or Test Method	Frequency
Subbase	1) AASHO T-180 (Modified Proctor Minimum 98% Density)	Every 300 LF
	2) Lime rock Bearing Ratio 40	Every 300 LF
Base	(Soil Cement) (1) Mix Design 350 psi @ 28 days. Mix design required 7 days in advance.	Prior to Mixing Base
	(2) Optimum Moisture content and Maximum Density (AASHTO T-134)	Every 300 LF
	(3) LBR 100	Every 1500 sf
	(4) Depth (6-inch minimum)	Every 300 feet
Paving	(1) Job Mix Formula. Required 7 days in advance and submit to Engineer	Each Job
	(2) Bitumen Content of Mix	Every 2500 SY or fraction thereof
	(3) In Place Density	Every 300' (left, right & center)
	(4) Marshall Field Stability Index	Every 1500 SY or fraction thereof
	(5) Thickness Cores	Every 300' (left, right, & center)

1.06 Basis of Payment

A. All shop tests and mill inspection shall be included in the price of the manufactured article, and no separate or extra payment will be made for such tests and inspection.

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B. All laboratory and field tests will be paid for by the Contractor; he shall furnish all necessary labor, equipment and materials for such tests and, with the exception of the Engineer's expenses, shall bear all the costs thereof.

1.07 LABORATORY DUTIES: LIMITATIONS OF AUTHORITY

A. Cooperate with Engineer and Contractor; provide qualified personnel promptly on notice.

B. Perform specified inspections, sampling and testing of materials and methods of construction:

1. Comply with specific standards; ASTM, other recognized authorities, and as specified.

2. Determine and report on compliance with requirements of Contract Documents.

C. Promptly notify the Engineer and Contractor of material or operations which do not meet the specifications.

D. Promptly submit one (1) original and (1) electronic copy of reports of inspections and tests to the Engineer including:

1. Date issued.
2. Project title and Engineer’s job number.
3. Testing Laboratory name and address.
4. Name and signature of inspector.
5. Date of inspection of inspector.
6. Date of inspection or sampling.
7. Date of test.
8. Identification of product and Specification section.
9. Location in project.
10. Type of inspection or test.
11. Compliance with Contract Documents or not.

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E. Laboratory is not authorized to:

1. Release, revoke, alter, or enlarge on requirements of Contract Documents.

2. Approve or reject any portion of work.

3. Perform any duties of the Contractor.

1.08 CONTRACTOR'S RESPONSIBILITIES

A. Cooperate with laboratory personnel; provide access to Work and manufacture's operations.

B. Secure and deliver to the laboratory adequate representational samples of materials purposed to be used and which require testing.

C. Provide to the laboratory the preliminary design mix proposed to be for concrete, and other materials mixes which require control by the testing laboratory.

D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacturer of fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Engineer may require the Contractor to provide statements or certificates from the manufacturers and fabricators that in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.

E. Furnish incidental labor and facilities:

1. To provide access to Work to be tested.

2. To obtain and handle samples at the Project site or at the source of the product to be tested.

3. To facilitate inspections and tests.

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4. For storage and curing of test samples.

5. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 57 13
TEMPORARY EROSION AND SEDIMENTATION CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Work specified in this Section consists of designing, providing, maintaining and removing temporary erosion and sedimentation controls for construction activities impacting **less** than one acre, as required by Rules and Regulations and permit conditions.

2. Temporary erosion controls include, but are not limited to, grassing, mulching, setting, watering and re-seeding on-site surfaces, soil and borrow area surfaces, providing interceptor ditches at ends of berms and at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits as established by the Owner.

3. Temporary sedimentation controls include, but are not limited to silt dams, traps, barriers, and appurtenances at the foot of sloped surfaces which will ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits as established by the Owner.

4. Temporary dust controls include, but are not limited to mulching, establishing temporary vegetation, water spraying, surface roughening through tilling, barriers, and spray on adhesives which will ensure minimal dust deposition into water bodies and reduce airborne dust that may cause low visibility or respiratory hazards.

5. Contractor is responsible for designing, providing, maintaining and removing effective temporary erosion, sediment and dust control measures during construction or until final controls become effective.

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B. Related Work Described Elsewhere:

1. Section 31 23 00 - Excavation and Fill

2. Section 32 92 00 - Turf and Grasses

PART 2 - PRODUCTS

2.01 EROSION CONTROL

A. Netting shall be fabricated of material acceptable to the Owner.

2.02 SEDIMENTATION CONTROL

A. Bales shall be clean, see-free cereal hay type.

B. Netting shall be fabricated of material acceptable to the Owner.

C. Filter stone shall be crushed stone which conforms to Florida Department of Transportation (FDOT) specifications.

D. Concrete block shall be hollow, non-load bearing type.

E. Concrete shall be exterior grade not less than 1-inch thick.

F. Sediment Fence

PART 3 – EXECUTION

3.01 EROSION CONTROL

A. Minimum procedures for grassing are:

1. Scarify slopes to a depth of not less than 6 inches and remove large clods, rock, stumps, roots larger than 1/2 inch in diameter and debris.

2. Sow seed within 24 hours after the ground is scarified with either mechanical seed drills or rotary hand seeders.

3. Apply mulch loosely and to a thickness of between 3/4 inch and 1-1/2 inches.

4. Apply netting over mulched areas on sloped surfaces.

5. Roll and water seeded areas in a manner which will encourage sprouting of seeds and growing of grass. Reseed areas which exhibit unsatisfactory growth. Backfill and seed eroded areas.

3.02 SEDIMENTATION CONTROL

A. Install and maintain silt dams, traps, barriers, and appurtenances as shown on the approved descriptions and working drawings. Hay bales which deteriorate and filter stone which is dislodged shall be replaced.

3.03 PERFORMANCE

A. Should any of the temporary erosion and sediment control measures employed by the Contractor fail to produce results which comply with the requirements of the State of Florida, the Owner or Engineer, the Contractor shall immediately take whatever steps are necessary to correct the deficiency at his own expense.

END OF SECTION

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SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Conform to applicable specifications and standards.

2. Comply with size, make, type and quality specified, or as specifically approved in writing by Engineer.

3. Manufactured and fabricated products:

a. Design, fabricate and assemble in accordance with the best engineering and shop practices.

b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.

c. Two or more items of the same kind shall be identical, by the same manufacturer.

d. Products shall be suitable for service conditions.

e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

A. Only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by Contractor shall be subject to the inspection and

approval of Engineer. No material shall be delivered to the work without prior approval of Engineer.

B. Within twenty (20) days after the Effective Date of the Agreement, Contractor shall submit to Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable Engineer to identify the particular product to form an opinion as to its conformity to the specifications.

C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by Contractor. If Engineer requires, either prior to beginning or during progress of the work, Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the specifications. Such samples shall be furnished, stored, packed and shipped as directed at Contractor's expense. Except as otherwise noted, Contractor shall make arrangements for and pay for the tests.

D. Contractor shall submit data and samples sufficiently early to permit consideration and approval before materials are necessary for incorporation in the work. Any delay of approval resulting from Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against Owner or Engineer.

E. In order to demonstrate the proficiency of workers or to facilitate the choice among several textures, types, finishes and surfaces, Contractor shall provide such samples of workmanship or finish as may be required.

F. The materials and equipment used on the work shall correspond to the approved samples or other data.

1.03 SUBSTITUTIONS AND PRODUCT OPTIONS

A. The substitution requirements of this Section are in addition to the requirements of the General Conditions and Supplementary Conditions.

B. The intent of these Specifications is to provide Owner with a quality facility without discouraging competitive bidding. Substitutions may be submitted and will be evaluated as specified herein.

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C. A Request for Substitution of Product may be submitted after the Contractor:

1. Has investigated the proposed product and determined that it is equal to or superior to specified product, furnishes a certification to that effect and waives all rights to additional payment or time that may subsequently become necessary due to the failure of the substituted product to perform adequately.

2. Agrees to provide same warranties or bonds for product substitution as for product specified.

3. Agrees to be responsible for coordinating and paying for any necessary changes to other work required by approved substitutions or product options which he selects and shall pay all such costs including the costs of the services of the design professional to revise the Contract Documents, if such revisions are required.

4. Waives all claims for additional costs due to substitution which may subsequently become apparent.

5. Is offering either a substantial credit to the Owner for acceptance of the substitution or a convincing justification that the product to be provided as the substitution is substantially superior in quality, performance, compatibility with adjacent products, durability, vandal-resistance or in other important ways.

D. Engineer's Action:

1. Engineer will consider written requests for product substitution for a period of 45 calendar days after the effective date of the Agreement. Engineer will review requests for substitutions and notify Contractor in writing of Owner's decision to accept or reject requested substitutions within ten (10) working days of receiving request. Only the Owner may accept a substitution.

2. Substitution requests made by means of Shop Drawings or product data submittal will not be considered.

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3. After the period of 45 days has elapsed, the only substitution requests which will be considered are those which are made necessary by the removal of the specified products from the market or by other similar, unavoidable circumstances beyond the control of the Contractor.

1.04 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five (5) electronic copies to Engineer.

1. Maintain one set of complete instructions at the job site during installation and until completion.

B. Handle, install, correct, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.

1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.
2. Do not proceed with work without clear instructions.

C. Perform work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.05 TRANSPORTATION AND HANDLING

A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site.

1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.

2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.

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B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.06 STORAGE AND PROTECTION

A. The Contractor shall furnish a covered, weather-protected storage structure providing a clean, dry, noncorrosive environment for all mechanical equipment, valves, architectural items, electrical and instrumentation equipment, and special equipment to be incorporated into this project. Storage of equipment shall be in strict accordance with the "instructions for storage" of each equipment supplier and manufacturer including connection of heaters, placing of storage lubricants in equipment, etc. Corroded, damaged or deteriorated equipment and parts shall be replaced before acceptance of the project. Equipment and materials not properly stored will not be included in a payment estimate.

B. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.

1. Store products subject to damage by the elements in weathertight enclosures such as buildings or trailers which have a concrete or wooden floor, a roof and fully closed walls on all sides.

2. Maintain temperature and humidity within the ranges required by manufacturer's instructions (i.e. electrical and instrumentation equipment).

3. Protect mechanical and electrical equipment from being contaminated by dust, dirt and moisture.

4. Store fabricated products above the ground, on blocking or skids prevent soiling and staining. Cover products which are subject to deterioration with impervious sheet coverings, provided adequate ventilation to avoid condensation.

5. Provide heated storage space for material which would be damaged by freezing.

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6. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.

7. Prior to the installation or equipment, it shall be stored at locations designated and approved by the Engineer.

C. All materials and equipment to be incorporated in the work shall be handled and stored by Contractor before, during and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft or damage of any kind whatsoever to the material or equipment.

D. Cement, sand and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All structural and miscellaneous steel and reinforcing steel shall be stored of off the ground or otherwise to prevent accumulations of dirt or grease, and in a position to prevent accumulations of standing water and to minimize rusting. Beams shall be stored with the webs vertical. Precast concrete beams shall be handled and stored in a manner to prevent accumulations of dirt, standing water, staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce breakage, chipping, cracking and spalling to a minimum.

E. All materials which, in the opinion of Engineer, have become so damaged as to be unfit for the use intended or specified shall be promptly removed from the site of the work, and Contractor shall receive no compensation for the damaged material or its removal.

F. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored materials and equipment to assure that products are maintained under specified conditions, and free from damage or deterioration.

G. Protection After Installation: Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove covering when no longer needed.

H. The Contractor shall be responsible for all material, equipment, and supplies delivered to Owner under this Contract until final inspection of the work and acceptance thereof by Owner. In the event any such material, equipment and

supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, Contractor shall replace same without additional cost to Owner.

I. Should Contractor fail to take proper action on storage and handling of equipment supplied under the Contract within seven (7) days after written notice to do so has been given, Owner retains the right to correct all deficiencies noted in previously transmitted written notice and deduct the cost associated with these corrections from Contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administrative, clerical, engineering and any other costs associated with making the necessary corrections.

1.07 SPECIAL TOOLS

A. Manufacturers of equipment and machinery shall furnish any special tools (including grease guns or other lubricating devices) required for normal adjustment, operations and maintenance, together with instructions for their use. Contractor shall preserve and deliver to Owner these tools and instructions in good order no later than upon completion of the Contract.

1.08 STORAGE AND HANDLING OF EQUIPMENT ON SITE.

A. Attention shall be given to the storage and handling of equipment on site. As a minimum, the procedure outlined below shall be followed:

1. Equipment shall not be shipped until approved by Engineer. The intent of this requirement is to reduce on-site storage time prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from Engineer. Equipment shipped to the site shall be stored in accordance with Paragraph 1.06, herein. Operation and maintenance data shall be submitted to Engineer for review prior to shipment of equipment.

2. All equipment having moving parts such as gears, electric motors, etc. and/or instruments shall be stored in a temperature and humidity-controlled building approved by Engineer, until such time as the equipment is to be installed.

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3. All equipment shall be stored fully lubricated with oil, grease, etc. unless otherwise instructed by the manufacturer.

4. Manufacturer's storage instructions shall be carefully studied by Contractor and reviewed with Engineer by him. These instructions shall be carefully followed and a written record of this kept by the Contractor.

5. Moving parts shall be rotated a minimum of once weekly to insure proper lubrication and to avoid metal-to-metal "welding". Upon installation of the equipment, Contractor shall start the equipment, at least half load, once weekly for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.

6. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. Mechanical equipment to be used in the work, if stored for longer than ninety (90) days, shall have the bearings cleaned, flushed and lubricated prior to testing and startup, at no extra cost to Owner.

7. Prior to acceptance to the equipment, Contractor shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guarantee the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at Contractor's expense.

1.09 WARRANTY

A. For all major pieces of equipment, submit a warranty from the equipment manufacturer as specified. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year after the time of acceptance.

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1.10 SPARE PARTS

A. Spare parts for certain equipment have been specified in the pertinent sections of the Specifications. Contractor shall collect and store all spare parts so required in an area to be designated by Engineer. In addition, Contractor shall furnish Engineer an inventory listing all spare parts, the equipment they are associated with, the name and address of the supplier, and the delivered cost of each items. Spare parts shall be turned over in conjunction with the "Spare Parts List" as shown. Copies of actual invoices for each item shall be furnished with the inventory to substantiate the delivered cost.

1.11 GREASE, OIL AND FUEL

A. All grease, oil and fuel required for testing of equipment shall be furnished with the respective equipment. Owner shall be furnished with a year's supply of required lubricants including grease and oil of the type recommended by manufacturer with each item of equipment supplied.

B. Contractor shall be responsible for changing the oil in all drives and intermediate drives of each mechanical equipment after initial break-in of the equipment, which in no event shall be any longer than three weeks of operation.

END OF SECTION

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SECTION 01 71 13
MOBILIZATION

PART I - GENERAL

1.01 DEFINITION AND SCOPE

A. Mobilization shall include the obtaining of all permits, insurance, and bonds; moving onto the site of all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include, but not be limited to, the following principal items.

1. Move onto the site all Contractors' plant and equipment required for first month operations.

2. Install temporary construction power, wiring, and lighting facilities.

3. Establish fire protection plan and safety program.

4. Secure construction water supply.

5. Provide field office trailers for Contractor and as may be specified for Owner and Engineer.

6. Provide on-site sanitary facilities and potable water facilities as specified.

7. Arrange for and erect Contractor's work and storage yard and employee's parking facilities.

8. Submit all required insurance certificates and bonds.

9. Obtain all required permits.

10. Post all OSHA, EPA, Department of Labor, and all other required notices.

11. Have Contractor's superintendent at the job site full time.

12. Submit a detailed construction CPM schedule acceptable to the Engineer as specified.

13. Submit a schedule of values of the Work.

14. Submit a schedule of submittals.

1.02 DEMOBILIZATION

A. Demobilization is the timely and proper removal of all contractor owned material, equipment or plant, from the job site and the proper restoration or completion of work necessary to bring the site into full compliance with the contract documents.

1.03 PAYMENT FOR MOBILIZATION/DEMOBILIZATION

A. The Contractor's attention is directed to the condition that no payment for mobilization, or any part thereof, will be approved for payment under the Contract. Mobilization/Demobilization is a subsidiary obligation of the Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

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SECTION 01 74 00
CLEANING AND WASTE MANAGEMENT

PART I - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Execute cleaning, during the progress of Work and at completion of the Work. This Section includes operations which cannot be specified in detail as separate items but can be sufficiently described as to the kind and extent of work involved. The Contractor shall furnish all labor, materials, equipment and incidentals to complete the work under this Section.

1. The work of this Section includes, but is not limited to, the following:

a. Restoring of driveways and fences.
b. Cleaning up.
c. Incidental work.

1.02 DISPOSAL REQUIREMENTS

A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations and anti-pollution laws.

PART II - PRODUCTS

2.01 MATERIALS

A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.

B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.

C. Use cleaning materials only on surfaces recommended by cleaning material

manufacturer.

D. Materials required for this Section shall be of the same quality as materials that are to be restored. Where possible, the Contractor shall reuse existing materials that are removed and then replaced.

PART III - EXECUTION

3.01 DURING CONSTRUCTION

A. Execute daily cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations or personal activities.

B. Provide on-site containers for the collection of waste materials, debris and rubbish.

C. Remove waste materials, debris and rubbish from the site periodically, or as directed by the Owner and dispose of at legal disposal areas away from the site.

3.02 DUST CONTROL

A. The Contractor shall employ construction techniques that minimize the production and distribution of dust.

B. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.

C. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3.03 RESTORATION OF DRIVEWAYS, FENCES, AND SIDEWALKS

A. Existing public and private driveways and sidewalks disturbed by the Contractor shall be replaced. Paved drives shall be repaved to the limits and thickness existing prior to construction. Gravel drives shall be replaced and regraded.

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Concrete driveways and sidewalks shall be replaced.

B. The Contractor shall remove, store and replace existing fences during construction. Only the sections directed by the Engineer shall be removed. If any section of fence is damaged due to the Contractor's negligence, it shall be replaced with fencing equal to or better than that damaged, and the work shall be satisfactory to the Engineer.

3.04 INCIDENTAL WORK

A. Do all incidental work not otherwise specified, but obviously necessary for the proper completion of the contract as specified and as shown on the Drawings.

3.05 FINAL CLEANING

A. Employee skilled workman for final cleaning.

B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.

C. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas, to verify that the entire Work site is clean.

END OF SECTION

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

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SECTION 01 75 16
STARTUP PROCEDURES

PART 1 - GENERAL

1.01 DESCRIPTION

A. The Work may be segmented into several phases of construction in a logical order to meet the project schedule. Portions of the Work may be utilized prior to Substantial Completion of all the Work. Also, certain items of equipment are to be temporarily utilized in a phased segment of the Work and then relocated in a subsequent phase in a permanent installation.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 PRELIMINARY MATTERS

A. Start-up Certification: Prior to start-up, successfully complete all testing required of the individual components of work in the presence of the ENGINEER or their representative.

B. Demonstrate to the ENGINEER that all temporary jumpers and/or bypass have been removed and that all components are operating under their own controls as designated.

C. Coordinate start-up activities with equipment suppliers, subcontractors, and the Owner's operating personnel at the site and with the ENGINEER prior to commencing system start-up. All coordination is the responsibility of the Contractor.

3.02 START-UP

A. Confirm that all equipment is properly installed and that the flow path through the new work is unobstructed.

B. Make adjustments as necessary.

3.03 START-UP DEMONSTRATION AND TESTING

A. After all Work components have been constructed, field tested and started up in accordance with the individual specifications, perform the start-up demonstration and testing in the presence of the ENGINEER and the Owner. The demonstration shall be held upon completion of all systems at a date to be agreed upon in writing with the Owner.

B. Acceptability of the Work's performance will be based on the Work performing as specified, under these actual and simulated operating conditions as defined in the Contract Documents. The intent of the start-up demonstration and testing is for the Contractor to demonstrate to the Owner and the ENGINEER the Work will function as a complete and operable system under normal operating conditions and is ready for acceptance.

C. Certificate of Completed Demonstration: Submit five (5) copies of Demonstration Certification memo signed by the Contractor, Subcontractor and Owner and insert one (1) copy in each Operation and Maintenance Manual.

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EQUIPMENT TRAINING & STARTUP CHECKLIST

PROJECT:_____

OWNER:_____

ENGINEER:_____

CONTRACTOR:_____

DATE:_____

STRUCTURE:_____

EQUIPMENT DESCRIPTION:

_____

VENDOR:_____

REPRESENTATIVE:_____ INIT.:_____

# of training days required:_____ # received:

STARTUP/TRAINING DESCRIPTION:

COMMENTS:

ACCEPTABLE:__ PARTIALLY ACCEPTABLE:__ NON-ACCEPTABLE:

ATTENDEES:

NAME	AFFILIATION	DATE
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	

END OF SECTION

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SECTION 01 77 00
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Comply with requirement stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

B. Related Requirements Described Elsewhere:

1. Startup Procedures: Section 01 75 16
2. Cleaning and Waste Management: Section 01 74 00
3. Project Record Documents: Section 01 78 39
4. Operation and Maintenance Data: Section 01 78 23
5. Bonds: Section 01 78 33
6. Warranties: Section 01 78 36

1.02 SUBSTANTIAL COMPLETION

A. The Work will not be substantially complete, and Contractor may not request substantial completion inspection unless the following submittals and work is completed:

1. All Operation and Maintenance manuals have been submitted and approved to the requirements of Section 01 78 23.

2. All equipment has been checked-out by the equipment manufacturer and Certificates of Manufacturer's Check-Out has been submitted as required by Section 01 75 16.

3. All start-up and demonstration testing completed, and Certificates of Completed Demonstration submitted to the requirements of Section 01 75 16.

4. Project Record Documents are complete and have been submitted and reviewed to the requirements of Section 01 78 39.

5. All training of Owner's personnel completed.

6. All areas to be used and occupied are safe, operable in automatic and complete.

7. All building occupancy certificates have been issued by the appropriate building permitting agency.

8. All painting, finishes, fencing, cleanup, final grading, grassing, planting, sidewalk construction, and paving shall have been completed and ready for inspection.

9. All deficiencies noted on inspection reports or nonconformances are corrected or the correction plan approved.

B. When the conditions of paragraph 1.02 A. are met the Contractor shall submit to the Engineer:

1. A written notice that he considers the Work, or portion thereof, is substantially complete, and requests an inspection.

2. A punchlist of items to be corrected. (Uncompleted work which is not related to the safe, effective, efficient use of the Project may be allowed on the punchlist with the Engineer's approval.)

C. Within a reasonable time after receipt of such notice, the Engineer will make an inspection to determine the status of completion.

D. Should the Engineer determine that the Work is not substantially complete:

1. The Engineer will promptly notify the Contractor in writing, giving the reasons therefore.

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2. Contractor shall remedy the deficiencies in the Work and send another written notice of substantial completion to the Engineer.

3. The Engineer will within reasonable time, reinspect the Work. The Contractor will be liable for reinspection fees as described in paragraph 1.04, herein.

E. When the Engineer finds that the Work is substantially complete, he will:

1. Schedule a walk-through of the facility to include the Owner. Engineer shall determine the completeness of the punchlist and readiness of the facility for occupancy by the Owner.

2. Prepare and deliver to Owner a tentative Certificate of Substantial Completion with the tentative punchlist of items to be completed or corrected before final inspection.

3. After consideration of any objections made by the Owner as provided in Conditions of the Contract, and when the Engineer considers the Work substantially complete, he will execute and deliver to the Owner and the Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected. Any incomplete work allowed on a punchlist must be reinspected upon completion and any deficiencies found will be added to the punchlist.

1.03 FINAL INSPECTION

A. Prior to Contractor's request for a final inspection the following submittals and work must be complete:

1. Project Record Documents must be approved.

2. All spare parts and maintenance materials must be suitably delivered to the Owner per the requirements of the Technical Sections of the Specifications.

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3. Contractor to submit evidence of compliance with requirements of governing authorities.

B. After satisfying the requirements of paragraph 1.03 A. and when Contractor considers the Work complete, he shall submit written certification that:

1. Contract Document requirements have been met.

2. Work has been inspected for compliance with Contract Documents.

3. Work has been completed in accordance with Contract Documents.

4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.

5. All punchlist items have been corrected or completed and the Work is ready for final inspection.

C. The Engineer will, within reasonable time, make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

D. Should the Engineer consider that the Work is incomplete or defective:

1. The Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.

2. Contractor shall take immediate steps to remedy the stated deficiencies and send another written certification to the Engineer that the Work is complete.

3. The Engineer will, within a reasonable amount of time, reinspect the Work and the Contractor shall be liable for reinspection fees as described in paragraph 1.04, herein.

D. When the Engineer finds that the Work is acceptable under the Contract Documents, the Contractor may make closeout submittals.

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1.04 REINSPECTION FEES

A. Should the Engineer perform reinspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:

1. Contractor will compensate the Owner for such additional services.

2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS

A. Warranties and Bonds: To requirements of Sections 01 78 36 and 01 78 33.

B. Evidence of Payment and Release of Liens: To requirements of General and Supplementary Conditions.

C. Certificate of Insurance for Products and Completed Operations.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting to the Engineer.

B. Statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum.

2. Additions and deductions resulting from:

a. Previous change orders or written amendment.
b. Allowances.
c. Unit prices.
d. Deductions for uncorrected work.
e. Penalties and bonuses.
f. Deductions for liquidated damages.
g. Deductions for reinspection payments

h. Other adjustments.

3. Total Contract Sum, as adjusted.

4. Previous payments.

5. Sum remaining due.

C. Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.07 FINAL APPLICATION FOR PAYMENT

A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 78 23
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under Contract.

2. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of the Specifications.

3. Instruct Owner's personnel in maintenance of products and in operation of equipment and systems.

B. Related Requirements Described Elsewhere:

1. Section 01 33 23: Shop Drawings, Product Data, and Samples
2. Section 01 78 39: Project Record Documents
3. Section 01 78 33: Bonds
4. Section 01 78 36: Warranties

1.02 QUALITY ASSURANCE

A. Preparation of data shall be done by personnel:

1. Trained and experienced in maintenance and operation of described products.
2. Familiar with requirements of this Section.
3. Skilled as a technical writer to the extent required to communicate essential data.
4. Skilled as draftsman competent to prepare required drawings.

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

1.03 FORM OF SUBMITTALS

A. Prepare data in form of an instructional manual for use by Owner's personnel.

B. Hard Copy Format:

1. Size: 8½" x 11 inches
2. Paper: 20 pound minimum, white, for typed pages.
3. Text: Manufacturer's printed data, or neatly typewritten
4. Drawings:

   a. Provide reinforced punched binder tab, bind in with text.

   b. Reduce larger drawings and fold to size of text pages but not larger than 14 inches x 17 inches.

5. Provide fly-leaf for each separate product, or each piece of operating equipment.

   a. Provide typed description of products and major component parts of equipment.

   b. Provide indexed tabs.

6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:

   a. Title of project.

   b. Identity of separate structure as applicable.

   c. Identity of general subject matter covered in the manual.

7. Binders:

   a. Commercial quality three-post binders with durable and cleanable plastic covers.

b. Maximum post width: 2 inches.

c. When multiple binders are used, correlate the data into related consistent groupings.

C. Electronic Format Copy

1. Provide electronic copy of operation and maintenance data on CD/DVD or portable storage unit device. File(s) should be organized/named to correspond with hard copy.

1.04 CONTENT OF MANUAL

A. Neatly typewritten table of contents for each volume, arranged in systematic order.

1. Contractor, name of responsible principal, address and telephone number.

2. A list of each product required to be included, indexed to content of the volume.

3. List, with each product, name, address and telephone number of:

a. Subcontractor or installer.

b. A list of each product required to be included, indexed to content of the volume.

c. Identify area of responsibility of each.

d. Local source of supply for parts and replacement.

4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.

B. Product Data:

1. Include only those sheets which are pertinent to the specified product.

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2. Annotate each sheet to:

a. Clearly identify specific product or part installed.

b. Clearly identify data applicable to installation.

c. Delete references to inapplicable information.

C. Drawings:

1. Supplement product data with drawings as necessary to clearly illustrate:

a. Relations of component parts of equipment and systems.

2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.

3. Do not use Project Record Documents as maintenance drawings.

D. Written text, as required to supplement product data for the particular installation:

1. Organize in consistent format under separate headings for different procedures.

2. Provide logical sequence of instructions of each procedure.

E. Copy of each warranty, bond and service contract issued.

1. Provide information sheet for Owner's personnel, give:

a. Proper procedures in event of failure.
b. Instances which might affect validity of warranties or bonds.

1.05 MANUAL FOR MATERIALS AND FINISHES

A. Submit four copies of the complete manual in final form.

B. Content: for architectural products, applied materials and finishes:

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1. Manufacturer's data, giving full information on products

    a. Catalog number, size, and composition.

    b. Color and texture designations.

    c. Information required for reordering special manufactured products.

2. Instructions for care and maintenance

    a. Manufacturer's recommendation for types of cleaning agents and methods.

    b. Cautions against cleaning agents and methods which are detrimental to product.

    c. Recommend schedule for cleaning and maintenance.

C. Content, for moisture protection and weather-exposed products:

1. Manufacturer's data, giving full information on products.

    a. Applicable standards

    b. Chemical composition

    c. Details of installation

2. Instructions for inspection, maintenance and repair

D. Additional requirements for maintenance data: Applicable sections of the Specifications.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

SECTION 01 78 33
BONDS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Compile specified bonds as specified in these Specifications.
2. Co-execute submittals when so specified.
3. Review submittals to verify compliance with Contract Documents.
4. Submit to Engineer for review and transmittal to Owner.

B. Related Work Described Elsewhere:

1. Instructions to Bidders: Bid Bonds
2. Performance Bond and Payment Bond

1.02 SUBMITTAL REQUIREMENTS

A. Assembly bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.

B. Number of original signed copies required: Two (2) each.

C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

1. Product of work item.
2. Firm, with name of principal, address and telephone number.
3. Scope.
4. Date of beginning of bond or service and maintenance contract.
5. Duration of bond or service maintenance contract.
6. Provide information for Owner's personnel:

a. Proper procedure in case of failure.
b. Instances which might affect the validity of warranty or bond.

7. Contractor, name of responsible principal, address and telephone numbers.

1.03 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:

1. Size 8 ½" x 11 inches, punch sheets for standard three-post binder.
   a. Fold larger sheets to fit into binders.

2. Cover: Identify each packet with typed or printed title "BONDS". List:
   a. Title of Project
   b. Name of Contractor

C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of two inches.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

SECTION 01 78 36
WARRANTIES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Compile specified warranties as specified in these Specifications.
2. Co-execute submittals when so specified.
3. Review submittals to verify compliance with Contract Documents.
4. Submit to Engineer for review and transmittal to Owner.

1.02 SUBMITTAL REQUIREMENTS

A. Assembly warranties and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.

B. Number of original signed copies required: Two each.

C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

1. Product of work item
2. Firm, with name of principal, address and telephone number
3. Scope
4. Date of beginning of warranty or service and maintenance contract
5. Duration of warranty or service maintenance contract.
6. Provide information for Owner's personnel:

a. Proper procedure in case of failure.
b. Instances which might affect the validity of warranty.

7. Contractor, name of responsible principal, address and telephone numbers.

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1.03 FORM OF SUBMITTALS

A. Prepare in duplicate packets

B. Format:

1. Size 8 ½" x 11 inches, punch sheets for standard three-post binder.

a. Fold larger sheets to fit into binders.

2. Cover: Identify each packet with typed or printed title "WARRANTIES". List:

a. Title of Project
b. Name of Contractor

C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of two inches.

1.04 WARRANTY SUBMITTALS REQUIREMENTS

A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. Manufacturer's warranty period shall be concurrent with Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by Owner.

B. Contractor shall be responsible for obtaining certificates for equipment warranty for all major equipment which has at least a 1 hp motor or which lists for more than $1,000. Engineer reserves the right to request warranties for equipment not classified as major. Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.

C. In the event that the equipment manufacturer or supplier is unwilling to provide a one-year warranty commencing at the time of Owner acceptance, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two-year warranty from the

manufacturer shall not relieve the Contractor of the one-year warranty starting at the time of Owner acceptance of the equipment.

D. Owner shall incur no labor or equipment cost during the guarantee period.

E. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by manufacturer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

SECTION 01 78 39
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Maintain at the site for the Owner one record copy of:

1. Drawings
2. Specifications
3. Addenda
4. Change Orders and other modifications of the contract
5. Engineer's Field Orders or written instructions
6. Approved Shop Drawings
7. Field Test records
8. Construction photographs, preconstruction videos, and pipeline videos.
9. Preliminary as-built drawings

B. RELATED WORK SPECIFIED ELSEWHERE

1. Section 00 73 00: Supplementary Conditions

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Store documents and samples in Contractor's field office apart from documents used for construction.

1. Provide files and racks for storage of documents.
2. Provide locked cabinet or secure storage space for storage of samples.

B. File documents and samples in accordance with CSI format with section numbers as provided herein.

C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.

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D. Make documents and samples available at all times for inspection by the Engineer.

E. As a prerequisite for monthly progress payments, the Contractor shall provide the currently updated "Record Documents" for review by the Engineer and Owner.

1.03 MARKING DEVICES

A. Provide felt tip marking pens for recording information in the color code designated by the Engineer.

1.04 RECORDING

A. Label each document. "PROJECT RECORD" in neat large printed letters.

B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.

C. Drawings: Legibly mark to record actual construction:

1. Depths of various elements of foundation in relation to finish first floor datum.

2. All underground piping with elevations and dimensions. Change to piping location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe materials, class, etc.

3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.

4. Field changes of dimensional and detail.

5. Changes made by Field Order or by Change Order.

6. Details not on original contract drawings.

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7. Equipment and piping relocations.

8. Major architectural and structural changes including relocation of doors, windows, etc.

9. Architectural schedule changes according to Contractor's records or shop drawings.

   a. Contractor shall provide copies of all such recordings to the Contractor's surveyor for incorporation into the preliminary and final as-builts drawings.

D. Specifications and Addenda: Legibly mark each section to record:

1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.

2. Changes made by Field Order or by Change Order.

E. Shop Drawings (after final review and approval): Provide four (4) sets of record drawings for each process equipment, piping, electrical system and instrumentation system.

1.05 SUBMITTAL

A. Accompany <u>each</u> submittal with transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. Contractor's name and address
4. Title and number of each Record Document
5. Signature of Contractor of his authorized representative

B. Preliminary As-built Drawings: The Contractor shall submit to the Engineer two (2) paper copies of preliminary as-built drawings prepared and signed/sealed by the Contractor's surveyor with each monthly progress payment request. Preliminary

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as-built drawings shall conform to the requirements of final as-built drawings and shall represent the completed work to date. Preliminary as-built drawings shall include all work which the Contractor is requesting to be paid for.

C. Final As-built Drawings: Upon project closeout and as a prerequisite to the final pay request, the Contractor shall submit to the Engineer final as-built drawings Administrative Code, pursuant to Section 472.027 of the Florida Statutes. The Engineer shall supply the Contractor copies of AutoCAD files for the Contractor's use in the as-built drawing preparation. Final as-built drawings shall include all work which the Contractor is requesting to be paid for. The final as-built drawing submittal shall include:

1. Two (2) sets of paper plans signed and sealed by a professional land surveyor licensed in the State of Florida and CD(s) or other media containing AutoCAD, version 14, drawing files.

2. AutoCAD drawing files shall include as-built information on layers separate from the original drawing layers and shall be named descriptively to represent the as-built features. (i.e. - Layer "wat ab" and "wat ab txt" for water as-built line work and text, respectively.) Drawing entities are to be shown on the correct layer. All as-built entities shall have color and line type set "by-layer". Text sizes shall be relative to the plotted scale. Additional details or exploded views shall be include to accurately and fully represent the as-built conditions.

3. Certification by surveyor that the as-built information shown is accurate and that all improvements shown were constructed within or on public rights-of-way, easements or property specifically owned by the Owner. Certification shall be to the Owner, Engineer and St. Johns River Water Management (if applicable.)

4. No line work and text shall be erased from the original design (construction) drawings during the as-built drawing preparation. Original line work or text shall be circled if accurate or stricken (not erased) if not with the accurate information noted/shown. New line work and text shall be provided to

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accurately show the as-built information for the constructed improvements. Revisions to design dimensions alone will not be permitted.

5. Pressure Pipeline and Utility Conduit Improvements: For utility improvement projects, horizontal locations of the constructed pipelines with respect to the right-of-way lines or other readily visible, permanent features at 100-foot minimum intervals and at critical locations such as road intersections shall be shown. For treatment plant and pump station improvements, horizontal locations shall be provided at 20-foot intervals. Vertical locations of the constructed pipelines by elevation of centerline of pipe for above ground/exposed pipe or with respect to finished grade over buried pipe shall be shown at 100 feet minimum intervals. (i.e. final cover) For underground piping, all valves, blow-offs, stub-outs, pigging stations, fire hydrants, backflow preventers and services shall be located horizontally in relation to readily visible, permanent features with three-way horizontal dimensions less than 100 feet, each. Three-way dimensions to all buried fittings on treatment plant and pump station improvement projects shall be provided. If adequate features are not available, a station and offset dimensioning system can be used if prior approval is obtained from the Engineer. For above ground/exposed pipe, as-built dimensions between fittings or flanges shall be provided. Separations between "sanitary hazards" to potable water and reclaimed water mains per FDEP shall be shown.

6. Gravity Pipeline Improvements: Show elevations for all inverts, manhole tops, inlet throats/weirs, grate tops, etc. Show size and type of each structure. As-built length, size and type of pipes between the structures shall be shown. All service laterals and cleanouts shall be located horizontally to readily visible, permanent features with three-way horizontal dimensions less than 100 feet, each. If adequate features are not available, a station and offset dimensioning system can be used if prior approval is obtained from the Engineer. A labeling and dimension table scheme is recommended for the three way or station/offset dimensioning. (i.e. - constructed feature labeled as "A", permanent feature labeled as "B", "A"- "B" dimension shown in table for distance measured between the two. Use continuous labeling and complete single table per plan sheet.)

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Separations between gravity "sanitary hazards" to potable water and reclaimed water mains per FDEP shall be shown.

7. Roadway Improvements: Elevation, size and location of swales, ditches, gutter flowlines, edge of pavement, and road crown on both sides of the road if applicable shall be provided at 100-foot minimum intervals and at critical areas such as intersections and inlets/flumes. As-built points of curvature, tangent and vertical intersection, along with radii of road alignment, intersecting streets and driveways and other alignment information shall be provided.

8. Stormwater Improvements: The limits, slopes and bottom depths of stormwater ponds, swales and other retention areas shall be provided. All stormwater piping information shall conform to the Gravity Pipeline Improvement requirements. Size, type, material, and elevations of all stormwater structures, including appurtenances such as weirs, orifices, skimmer plates, etc. shall be shown. As-built information shall conform to St. Johns River Water Management District requirements.

9. Treatment Facility Improvements: Location, size, number, and type of treatment equipment and structures shall be shown. Applicable requirements of as-built information listed herein for similar improvements shall be required.

10. Building Improvements: Finished floor elevations, ceiling heights, building locations, wall opening dimensions, equipment (electrical, mechanical, plumbing) locations, etc. shall be provided. Change of material shall be specifically noted as such.

11. Landscaping Improvements: Number, type, size, and general location of installed plant material shall be provided. Change of material shall be specifically noted as such. Location of irrigation meters, services, manual valves, automatic valves, controllers, rain shut off switches, etc. shall be shown. Changes to the designed irrigation system shall be shown.

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12. Other Improvements: Changes from the original design of other improvements such as electrical, mechanical and structural improvements shall be noted as such on the as-built drawings with the size, number, type and location of the constructed/installed improvements noted.

13. Contractor may be required to reimburse the Owner for services rendered by the Engineer for review of multiple resubmittals.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 31 22 00
GRADING

PART 1 - GENERAL

1.01 Work Includes

A. Excavation and embankment necessary for grading the site shall be considered to include that required for roads, walks, culvert installations, and drainage ditches and channels.

PART 2 - EXECUTION

2.01 Preparation

A. After the removal of topsoil, the then existing surface is to be excavated or filled to the elevations and slopes indicated on the Drawings, or as directed by the Engineer. Additional fill, if required, and is not available elsewhere, shall be excavated from borrow areas selected by the Contractor, but subject to the approval of the Engineer. Unless otherwise provided, all borrow pits shall be located entirely outside the limits of the site.

B. On areas where roadway pavement is to be placed, the subgrade therefore shall be no more than 0.10 foot above or below the established grade; in other areas, the finished grade shall be not more than 0.15 foot above or below the established grade.

C. Where rock is encountered at road subgrade or finished grade in areas other than roads, it shall be removed for a depth of six (6) inches below such subgrade or finished grade elevation.

D. Subgrades and shoulders for the access and service roads shall be constructed to the lines and grades indicated, and in conformance with the applicable requirements of the "Standard Specifications" for the Florida State Department of Transportation.

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2.02 Embankment

A. On hillsides in which the existing slope is steeper than four to one, the Engineer may require the surface to be plowed to provide binding of the embankment with the original ground. When, in the opinion of the Engineer, existing slopes are excessive, the Engineer may require the original ground to be cut into the steps or berms.

B. All materials removed from classes of excavation, which are determined as suitable by the Engineer, shall be used in the formation of embankments. Excavated material which is not required for embankments shall be disposed of by the Contractor, at his responsibility and expense, outside the limits of the site, unless the Engineer gives notice of some point of disposal within the site. No material shall be disposed of in any flood channel area.

C. Earth or other friable materials shall be placed in successive horizontal layers of loose material not more than nine (9) inches in depth, spread uniformly by use of graders or other approved devices, and rolled until thoroughly compacted with an approved three (3) wheel power roller weighing not less than ten (10) tons. The Engineer may permit the Contractor to use approved sheep-foot tamping rollers. Embankments at points inaccessible to the roller shall be made in horizontal layers of loose material not exceeding six (6) inches in depth and thoroughly compacted by mechanical tampers.

D. Where rock only is available, it shall be placed in loose layers not exceeding two (2) feet in depth and rolled as provided above. Rock fills shall only be considered as such where the earth or other finer materials is uniformly distributed and is considerably less than sufficient to fill the voids and interstices; otherwise it shall be considered and placed as earth fill. The top layer of rock fills shall not exceed eight (8) inches in depth, and the interstices shall be thoroughly filled with small spall, shale, gravel, or other similar approved material and thoroughly compacted. This top layer of rock shall be kept at least eight (8) inches below the elevation of subgrade for payments, and finished grade elsewhere, with the balance of the fill formed by topsoil or other approved material, as required.

E. No roots, leaves, grass, or any form of vegetation shall be placed or allowed to remain in filled or graded areas.

F. The Contractor shall be responsible for the stability of all embankments and shall replace all sections which, in the opinion of the Engineer, have been damaged or displaced due to carelessness or neglect on the part of the Contractor due to natural causes, such as storms.

G. During grading operations, cuts and fills shall be kept shaped and drained at all times.

END OF SECTION

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SECTION 31 23 00
EXCAVATION AND FILL

PART 1 - GENERAL

1.01 SCOPE

A. The work covered by this section and required by this Contract includes the completion of all excavation, backfilling and embankment to the lines and grades indicated by the drawings, as further specified below, and necessary to the following operations:

1. Stripping, storing and replacing topsoil;

2. Excavation and backfill for pipe trenches;

3. Excavation and embankment for road, grading and drainage of the site;

4. Excavation and backfill for buildings and structures; and

5. Borrow excavation.

1.02 CHARACTER OF MATERIAL.

A. The Contractor must satisfy himself regarding the character and amount of loam, clay, sand, quicksand, muck, gravel, rock, water and all other material to be encountered in the work to be performed.

1.03 DESCRIPTION

A. The Contractor shall excavate, protect and backfill all foundations, trenches, tunnels and other excavations that may be necessary for completing the work to be done under this Contract. All excavation shall be in open cuts, except where and to such extent as the Engineer may authorize or direct that the same be done in tunnel, or where such is specified in the Special Requirements or Contract drawings. Trenches may, in general, be excavated and backfilled either by machinery, or by hand as the Contractor may elect; provided, however, that the Engineer shall be empowered, wherever he shall decide that such necessity exists, to direct that hand

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excavation by employed; and, provided, further that backfilling by hand shall be done to the extent hereinafter specified. The Contractor shall have not claim for extra compensation due to the fact that hand, instead of machine, excavation may be necessary from any cause whatever.

B. The Contractor shall perform all excavation of every description and of whatever substances encountered, to the lines and grades or depths indicated by the drawings, as specified herein, or as directed by the Engineer. Embankments shall be prepared in accordance with the Specifications, and as necessary to bring the ground surface to the subgrade elevation for roads and to finished grade elevations for other areas as shown on the drawings, or directed by the Engineer. All excavated material not required for backfill or embankment shall be removed and wasted or otherwise disposed of as directed or specified.

C. The term "subgrade" as used herein shall have the meaning given below:

1. The bed of a trench prepared as specified to receive pipes or other conduits;

2. The area upon which the lower surface of roadway paving, walks, gutters, or curb rests;

3. The surface of excavation or embankment areas prepared to receive topsoil; and

4. The areas upon which rest the planned bottom of footings, foundations, or slabs.

PART 2 - MATERIALS

2.01 TOPSOIL

A. Stripping. The area from which topsoil is to be stripped and the locations where it is to be stored shall be as shown on the drawings or as specified below. The topsoil shall be stripped to a depth of not less than six inches (6”). On all areas where any type of grading is to be performed, including the areas within the lines of buildings and structures, the topsoil shall be carefully removed and spread either on areas

already graded or prepared for topsoil, or in stockpiles conveniently located to the areas which are later to receive application of topsoil.

B. Spreading. On areas intended to receive topsoil, the compacted subgrade shall be scarified to a depth of two inches (2") for bonding topsoil with subsoil. The topsoil shall then be evenly spread, compacted and graded to the finished elevations shown on the drawings or as specified by the Engineer. Compaction shall be effected by a single pass of an approved roller.

2.02 REMOVAL AND STORAGE OF MATERIAL

A. In locations where the working space is limited, the material excavated from the first one hundred feet (100') of any trench, or from such additional length as may be required, shall upon order of the Engineer, be removed at the Contractor's own cost and expense, as soon as excavated. The materials subsequently excavated shall be used to refill the trench. In no case will the Contractor be allowed to cast excavated material beyond curb of right-of-way lines, or on sidewalks or lawns, and the failure or refusal of the Contractor to comply with this requirement shall be sufficient cause for the Engineer to stop all work under the Contract.

B. In case more material is excavated from any trench than can be backfilled over the completed sewer or can be stored within the limits of the right-of-way, leaving space for the traffic and drainage as herein provided, the excess material shall be removed to some convenient place, provided by the Contractor. The Contractor shall at his own cost and expense bring back as much of the material so removed, as may be required to properly backfill the trench, if of the proper kind; or, if so directed by the Engineer, the Contractor shall, at his own cost and expense, furnish such other suitable material as may be necessary.

C. When it is necessary to haul soft or wet material over the streets, the Contractor shall provide suitable tight vehicles, or a pattern approved by the Engineer for this purpose.

2.03 SHEETING, BRACING AND SHORING

A. The Contractor shall furnish the material for, and do all timber shoring, bracing and sheeting necessary to perform and protect the excavation, and as required by the

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Engineer to protect the work, other structures, the public, and the Contractor's employees. If trench protection is necessary, per OSHA requirements, the Contractor shall account for the anticipated expense in the appropriate bid item, or in the unit cost for pipe installed, or a combination of both. If the Engineer deems that sheeting, bracing, or shoring is necessary, it shall be supplied by the Contractor at no additional expense to the Owner. Such sheeting, etc. may be removed as the work progresses, but where, in the opinion of the Engineer, damage may result through removal; it shall be left in place with payment therefore made as hereinafter provided. The right of the Engineer to order sheeting, etc. left in place shall not render the issuance of such order obligatory on the part of the Engineer.

B. All sheeting, etc. shall be arranged so that it may be withdrawn, as the trenches are backfilled, without injury to the pipe and its appurtenances, and without injury to or settlement of adjacent structures and pavements. All voids caused by withdrawal shall be immediately filled with sand or other satisfactory material and compacted by ramming or other method satisfactory to the Engineer.

C. No timber sheeting, bracing or shoring shall be left within 18 inches (18”) of any natural ground surfaces or within 12 inches (12”) of the subgrade of any rigid or flexible type pavement, or railroad roadbed. In any trench shoring system, no vertical member shall remain directly over the pipe and no horizontal member shall remain within 12 inches (12”) of any pipe. After backfilling is started, no sheeting shall extend below the horizontal diameter of the pipe without the Engineer's approval. Sheeting left in place shall be cut off at such point as the Engineer may order, and the portions cut off shall be removed from the work.

D. If the Engineer determines that the material furnished is not of proper size or quality, or not properly placed, the Contractor shall furnish and place other and satisfactory material in an acceptable manner, and shall not be entitled to additional compensation for such corrective work.

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PART III - EXECUTION

3.01 ORDER OF WORK

A. The Contractor shall submit a progress schedule as specified in Article 2.40 and shall carry on his work in strict accordance therewith. Deviations from the progress schedule may be made only with the approval of the Engineer.

B. Manholes shall be constructed either at the same time as the main sewer or immediately after its completion.

3.02 SEWER LINES AND GRADES. Sewer lines and grades shall be laid out and maintained during construction in the following manner.

A. Prior to the commencement of trench excavation, the Contractor shall prepare and submit to the Engineer for approval, detailed cut sheets provided by the Contractor's surveyor. The surveyor shall be registered in the State of Florida. Cut sheet shall show; the beginning and ending of manholes; the distance between manholes; the grade, size and type of line, the depth of cut; etc. The form of cut sheets shall be satisfactory to the Engineer. All expense for the preparation of cut sheets shall be borne by the contractor and be included in the unit price per foot of pipe. Cut sheets must be approved by the Engineer in writing before pipe laying operations may be permitted. It shall be the responsibility of the Contractor to prepare cut sheets far enough in advance of his anticipated trenching schedule so that avoidable delay in the work will not occur.

B. Before beginning the excavation for any run of main sewer, the Contractor's forces, under the direction of the Engineer, shall:

1. Set control points for line and grade as given on the Drawings or as otherwise determined by the Engineer. In unpaved or unsurfaced areas, these points shall be placed on the top of stakes securely driven into the ground. In paved areas, there may be spikes driven into the paving or crosses cut into the paving, and in either case, enclosed in a painted circle. Stakes or points shall be sufficiently offset from the centerline so as to be undisturbed during the excavation and pipe laying operations. The offset

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shall be on the side of the centerline opposite to that on which excavation will be thrown.

2. As the rough excavation is completed, the Contractor's surveyor shall place grade or batter boards of finished, straight lumber across the trench opposite each stake or point. The grade boards shall be securely supported so as not to be subject to accidental displacement. The top of each board shall be leveled and set at the same distance above the sewer invert. A nail shall then be driven into the top of each board on the centerline of the sewer and each nail connected by a string line pulled taut.

3. The preparation of the final subgrade and the pipe laying shall then proceed in the manner specified herein, beginning at the manhole having the lower invert and working upgrade and using the string line as control for maintaining sewer grade and horizontal alignment. A straight wooden pole suitably marked and with a right-angled offset at the bottom to project past the bell of the pipe and rest upon the pipe invert, shall be used to check the vertical distance from string line to invert.

C. The use of laser beams shall be acceptable as a method of controlling pipe alignment and grade.

3.03 WIDTH AND DEPTH OF TRENCHES

A. From the subgrade elevation to an elevation at least 12 inches (12”) above the top of the outside barrel of the pipe, the banks of trenches in all cases shall be excavated to vertical lines, and the trenches shall be not less than 12 inches (12”) nor more than 16 inches (16”) wider nor more than eight inches (8”) in width is provided on each side of the barrel of the pipe. If sheeting is required, the foregoing dimensions shall be applicable to the inside faces of the sheeting.

B. From a point twelve inches (12”) above the top of the outside barrel of the pipe to the surface, the banks of trenches in all streets, roads or highways, paved or unpaved, shall be kept as nearly vertical as possible, and in no case shall the width of trench at the top exceed the outside diameter of the pipe plus 40 inches (40”). If the specified maximum width of trench cannot otherwise be maintained, the Contractor shall install temporary sheeting at his own cost and expense. Where

sewers are to be constructed on rights-of-way or easements in open country, the specified maximum width of trench at the top may be exceeded only if the construction is kept entirely within the limits of the easements or rights-of-way and can be carried on without damage to adjoining property.

C. Except at locations where excavation of rock or unsuitable material is required, care shall be taken not to excavate below the depths specified, when rock is encountered, it shall be removed to a depth six inches (6") below the outside bottom of the pipe at the barrel. When the material encountered at subgrade is unstable, it shall be removed from under the pipe and on each side of the pipe for a distance of one (1) diameter of the pipe. Such rock or unsuitable material excavation below subgrade shall be backfilled with moist clay, sand, bankrun gravel, or other suitable material compacted to the satisfaction of the Engineer, and the bed thus formed shaped as required above. In rock excavation, if trenches are shattered by blasting below the lines of excavation specified herein, the trench shall be refilled to subgrade with sand, well tamped earth, or concrete, if required by the Engineer, at the Contractor's expense. If earth trenches are excavated beyond the specified depths, they shall be backfilled to the proper grade with suitable, thoroughly tamped material at the expense of the Contractor.

3.04 PREPARATION OF FOUNDATION

A. In earth trenches, the bottom thereof shall be carefully rounded to fit the lower ninety degrees (90°) of the circumference of the pipe, i.e., so that one-fourth (1/4) of the external circumference of the pipe will rest firmly on the undisturbed soil. Bell-holes shall be excavated to ensure that the barrel of the pipe will rest for its entire length upon the trench bottom.

B. Bell-holes shall be properly cut to provide free support of the pipe barrel and shall be directed by the Engineer. All irregularities and cavities, either in earth or rock excavation, in the bottom of trenches or tunnels, shall be filled up to a level which will support ninety degrees (90°) of the lower pipe circumference with selected material free from large gravel, rocks and stones, firmly compacted before pipe lines are laid therein.

C. Where, in the opinion of the Engineer, the ground does not afford a sufficiently firm foundation, the Contractor shall construct a timber foundation, or shall

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excavate the trench to such increased depth as may be directed, and then shall bring up the bottom of the trench to the required level and form with such material and in such manner as the Engineer may direct.

3.05 CONCRETE CRADLE AND ENCASEMENT

A. The profiles generally indicate the approximate vertical limits where concrete cradle and encasement are necessary to support the anticipated loads on completed sewers for the widths of trench as required for each size and class of pipe, based on the crushing strength of the pipe.

B. The Contractor is warned that if the trench widths or clearances between pipe and trench walls or face of sheeting, as specified above, are exceeded, he will be required to furnish in all locations at his own expense either concrete cradle or encasement as directed by the Engineer.

C. It is anticipated that subsurface conditions may require a cradle for a portion of the project to provide an adequate foundation, even though the ultimate anticipated load on the pipe is less than the minimum crushing strength for sand bearing. The Contractor shall place the cradle or encasement at the location, and of the materials, as directed and required by the Engineer. The Contractor will not be paid for any cradle beyond the required widths of trench.

D. All excavation made beyond the required limits shall be at the Contractor's expense.

3.06 LENGTH OF OPEN TRENCH

A. The Engineer shall have the right to limit the amount of trench opened in advance of pipe laying and the amount of pipe laid in advance of backfilling, but in no case, except when leakage tests are required by the Engineer, shall these amounts exceed three hundred feet (300') and one hundred feet (100'), respectively. Trench excavation shall be fully completed, except for the shaping of the bottom of the trench, at least 20 feet (20') in advance of the pipe placement and shall be kept free from obstructions, except that at the close of work at night, or at the discontinuance of work, the pipe laying may be completed to within five feet (5') of the end of the open trench.

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B. The Engineer shall be empowered, at any time, to require the refilling of open trenches over completed pipe lines, if, in his judgment, such action is necessary, and the Contractor shall thereby have no claim for extra compensation even though to accomplish said refilling, he is compelled temporarily to stop excavation or other work at any place.

C. If the work is stopped on any trench, for any reason except by order of the Engineer, and the excavation is left open for an unreasonable length of time (in the opinion of the Engineer) in advance of construction, the Contractor shall, if so directed, refill such trench at his own cost and shall not again open said trench until he is ready to complete the structure therein.

3.07 ACCOMMODATION OF TRAFFIC

A. Streets shall not be unnecessarily obstructed and, unless the Engineer, in writing, shall authorize the complete closing of the street, the Contractor shall take such measures at his own expense as may be necessary to keep the street or road open and safe for traffic.

B. The Contractor shall construct and maintain without extra compensation such adequate and proper bridges over excavations as may be necessary or as directed for the safe accommodation of pedestrians or vehicles. The Contractor shall furnish and erect without cost to the Owner substantial barricades at crossings of trenches, or along the trench, to protect the traveling public.

C. The Contractor shall not obstruct fire hydrants.

D. The roadway on one side of the line of work shall be kept open at all times.

E. The streets, crosswalks and sidewalks shall be kept clean, clear and free for the passage of vehicles or pedestrians, unless otherwise authorized in writing by the Engineer. A straight and continuous passageway on sidewalks and over crosswalks, at least three feet (3') in width, shall be preserved free from all obstruction.

F. Where deemed necessary, such additional passageway as may be directed shall be maintained free from obstructions.

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G. In narrow or congested streets or alleys, when so directed, the Contractor shall complete his work up to a point designated by the Engineer before opening the work ahead, in order to give access to garages and other places. The Contractor shall in all cases so arrange his work as to cause the least inconvenience to property owners consistent with the proper precaution of the work as determined by the Engineer.

3.08 ACCOMMODATION OF DRAINAGE

A. Gutters, sewers, drains and ditches shall be kept open at all times for surface drainage. No damming or ponding of water in gutters or other waterways will be permitted, except where stream crossings are necessary and then only to an extent which the engineer shall consider necessary. The Contractor will be responsible for all clean-up to existing utilities caused by their activities.

B. The Contractor shall not direct any flow of water across or over pavements except through approved pipes or properly constructed troughs and he shall, when so required at his own expense and cost, provide pipes or troughs of such sizes and lengths as may be required and place the same as directed.

C. The grading in the vicinity of sewer trenches shall be controlled so that the ground surface is properly pitched to prevent water running into trenches.

3.09 PUMPING

A. The Contractor shall keep all excavations free from water, at his own expense, while structural work is in progress, and to such extent as may be necessary while excavation work along is being carried on.

B. The Contractor shall build all dams and other devices necessary for this purpose, including lowering the water table below trench bottom by well points and pumping, and provide and operate pumps of sufficient capacity for dewatering the excavations.

C. He shall provide for the disposal of the water removed from excavation in such manner as shall not cause injury to the public health, to public or private property, to the work of other Contractors, to any portion of the work completed or in

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progress, or produce any impediment to the use of the highways, roads, lanes, and streets by the public.

D. Any dewatering required shall be performed at the Contractor's expense. Payment for dewatering shall be included in the Contractor's bid prices for pipe or other structures requiring dewatering for installation. If holes made for installation of well points are installed in a roadway, shoulder, or under a structure, these holes shall be filled with lean grout prior to backfill and compaction. Any permits needed for dewatering shall be obtained and paid for by the contractor.

3.10 EMBANKMENT

A. Where embankment is necessary to support the foundations of the pipe or structure, it shall be made to the height, width and slopes shown on the drawings, or as directed. The entire embankment, or such portion thereof as may be deemed necessary by the Engineer, shall be made prior to the construction of the sewer, structure, or the foundation thereof, at such time and in such order as the Engineer may direct; and the embankment, sewer, or structure, and appurtenances, which may be laid thereon or therein, shall be maintained by the Contractor, at his own cost and expense, until the completion of the period of one (1) year from and after the date of the Certificate of Completion and Acceptance.

B. After carefully grubbing and clearing the ground, removing all loose rock and stone, and all muck and improper material, to such a depth as the Engineer may determine, the embankment shall be built up of good loam, gravel or sand, or other selected and approved material, free from all stone above four inches (4”) diameter, and not containing in any place a proportion of stones exceeding one (1) part stone to three (3) parts earth.

C. In cast material which is unsatisfactory for the foundation of any embankment is encountered, said material shall be removed to such depth, and for such length and width as may be directed by the Engineer. Payment for the removal of material unfit for the foundation of an embankment will be made at the price bid or stipulated per cubic yard for excavation below subgrade.

D. The material for embankment shall be deposited in layers of not more than nine inches (9”) in thickness; each layer shall be separately compacted by heavy,

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grooved iron rollers, or where such rollers cannot be used, by heavy paver's rammers. The embankment shall be watered during rolling, if so required. No breaks or irregularities in the distribution of the material or the formation of the layers will be allowed. The whole embankment shall be carried up evenly to the height given by the Engineer in such a manner as to make a compact and solid foundation. When pipe is to be laid in a fill, the embankment shall be brought to a height of at least one foot (1') above the proposed top of the pipe before the trench is excavated. The embankment shall then be excavated to the proper form and grade, and the sewer placed thereon; after which the embankment shall be carried up to a height of not less than three feet (3') above the top of the sewer, the material being placed and rolled or rammed in layers as above described.

3.11 BACKFILLING TRENCHES

A. It is the intent of the following requirements for the backfilling of trenches to specify materials and methods which will:

1. Result in thorough compaction of the backfilled material without the displacement of the grade or alignment of the sewer line and its appurtenances, and

2. Eliminate settlement of the backfilled material.

B. If displacement of the sewer or settlement of the backfilled material does occur, it will be considered as conclusive evidence of improper workmanship or the inclusion of unsuitable materials or both, and it shall be the Contractor's responsibility, at his own expense, to remove and recompact the settled material and regrade and realign the sewer. During the course of the backfilling operation, the Engineer may, at any location of depth of trench, make tests to determine whether the Contractor's compaction operations are sufficient to meet the requirements specified below.

C. The procedure of backfilling shall be as follows:

1. After the structure, pipe, or conduit and its appurtenances have been installed or constructed, the excavation, to a height of at least two feet (2') above the top of pipe or conduit, shall be refilled with clean earth deposited

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in four inch (4") layers and solidly rammed down and tamped around the pipe, or conduit and under it, with mechanical tampers and proper tools made for this purpose. The operation shall be done in such manner as not to disturb the structure. The area around the pipe shall be hand-tamped.

2. The earth, to the height specified above, shall be carefully thrown in with hand shovels; under no condition shall any other means than hand shoveling, such as pushing in with heavy equipment be used.

3. The remainder of the trench, except as described below, shall then be refilled evenly to the required height in layers, each layer not to exceed six inches (6") in thickness after compaction. Mechanical tampers shall be used so as to produce a density of backfill (as determined by weight) at the bottom of each layer of not less than ninety-five percent (95%) of the optimum density of that material based upon the AASHTO T-180 modified proctor. The earth shall be properly rammed as directed, and wetted as required as the work progresses.

4. Care shall be taken to carry the fill up evenly on opposite side of the sewer, other trench excavations, and around the sides of all structures.

D. If, in the opinion of the Engineer, the material being used for backfilling is of such character that satisfactory results cannot be obtained by tamping and ramming, the Contractor shall backfill and puddle the excavations in such manner and at such times as the Engineer may direct.

E. If the material excavated is not clean earth, as above specified, the best of the materials excavated shall be used in backfilling, in position and manner as directed by the Engineer.

F. In rock trenches, selected earth, sand or gravel shall be provided and used as backfill in the manner hereinbefore described to a height of two feet (2') above the top of the sewer. The backfill for the balance of the trench in all cases shall be of good earth, sand or gravel, which may contain stores not more than six inches (6") in largest dimensions, but not in proportion exceeding twenty percent (20%) of the total volume of backfill.

G. No bulkheads, or retaining walls for the backfilling, will be allowed in the trenches over the sewer, except for temporary use.

H. Should there be a deficiency of proper material for refilling the Contractor shall furnish acceptable material at his own cost and expense.

I. No house ashes, putrescible refuse or other material of unsatisfactory character shall be used in refilling, and the Contractor shall not permit the trench to be used as a dumping ground for refuse.

J. Testing of backfill in trenches shall be performed as deemed necessary by the Engineer or his representatives; the Contractor will supply and pay for the testing.

3.12 BORROW EXCAVATION

A. In cases where the amount of embankment exceeds the amount of excavation within the limits of the site as indicated by the Drawings, and where material is not available from other sources of contracts, the Contractor shall obtain sufficient, suitable material from borrow pits located entirely beyond the limits of the site unless the Engineer gives written permission to obtain such material from an area within the site.

B. The Contractor shall notify the Engineer sufficiently in advance of borrow excavation requirements to permit the Engineer to determine necessity and to view the proposed borrow pit.

C. Borrow obtained from within the site shall be removed to uniform lines and grades satisfactory to the Engineer, and in such a manner as not to detract from the general appearance of the improvement and shall not create unsatisfactory conditions.

D. All borrow pits shall be stripped of brush, roots, grass and other vegetation prior to removal of material for embankment purposes.

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3.13 BUILDINGS AND STRUCTURES

A. Excavation.

1. All excavation for buildings and structures shall be performed in the dimensions indicated on the Drawings. If suitable bearing is not encountered at the planned footing or foundation elevations, the excavation shall be carried to such elevations as are approved by the Engineer.

2. Prior to construction of foundations, the excavation shall be inspected by the Engineer and no foundation work shall be started prior to the Engineer's approval of the excavation. Care shall be exercised to avoid excavation below the depths indicated on the Drawings or as directed by the Engineer.

3. Where excavation is made below plan elevation or below elevations directed by the Engineer. Where excavation is made below plan elevation or below elevations directed by the Engineer, through the fault of the Contractor, the excavation shall be restored to the proper elevation in the manner described for backfill below, or the heights of walls or footings shall be increased, as may be directed by the Engineer, at the expense of the Contractor.

B. Drainage.

1. Grading in the vicinity of structures shall be controlled to prevent water running into excavated areas. Any accumulation of water in excavations shall be removed by pumping or other means at the Contractor's expense.

C. Backfill.

1. After completion of footings and walls, and the removal of forms, and prior to backfilling, the excavation shall be cleaned of all trash and debris.

2. Backfill material shall consist of the excavation or other materials free from trash, lumbar or other debris. It shall be placed in horizontal layers not exceeding six inches (6”) in depth, moistened if required and compacted by hand or mechanical tampers to a density to prevent excessive settlement.

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3.14 RESPONSIBILITY FOR CONDITION OF EXCAVATION

A. The Contractor shall be responsible for the condition of all excavations made by him. All slides and cave-ins shall be removed without extra compensation, at whatever time and under whatever circumstances they may occur.

B. The failure of the Engineer to order the use of bracing or sheeting or a better quality, grade or section, or larger sizes of steel or timber, or to order sheeting, bracing, struts, or shoring to be left in place, or the failure to give orders or directions as to the manner or methods of placing or driving sheeting, bracing jacks, wales, rangers, or other members, shall not in any way or to any extend relieve the Contractor of any responsibility concerning the condition of excavation or of any of his obligations under the Contract; nor shall any delay, whether caused by any action or want of action on the part of the Contractor, or by any act of the Owner, or his agents, or employees, resulting in the keeping of an excavation open longer than would otherwise have been necessary, relieve the Contractor or from the necessity of properly and adequately protecting the excavation from caving or slipping, nor from any of his obligations under the Contract relating to injury of persons or property, nor entitle him to any claim for extra compensation.

3.15 PROTECTION OF PROPERTY AND STRUCTURES

A. The Contractor shall, at his own expense, sustain in their places, and protect from direct or indirect injury, all pipes, tracks, walls, buildings, and other structures or property in the vicinity of his work, whether above or below the ground, or that may appear in the excavation. He shall at all times have a sufficient quantity of timber and plank, chains, ropes, trench boxes, and other material and equipment, on the ground and shall use them as necessary for sheeting his excavations and for sustaining or supporting any structures that are uncovered, undermined, endangered, threatened or weakened.

B. The Contractor shall take all risks attending the presence of proximity of pipes, poles, tracks, walls, buildings, and other structures and property, of every kind and description, in or over his excavation, or in the vicinity of his work, whether above or below the surface of the ground; and he shall be responsible for all damages and assume all expense for direct or indirect injury, caused by his work, to any of time,

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or to any person or property by reason of injury to them, whether such structures are not shown on the Drawings.

C. Where necessary, in order to keep one side of the street or roadway free from any obstruction or to keep the material piled alongside the excavation from falling on private property outside the right of way, a safe and suitable fence shall be placed alongside the excavation.

D. In the event of encountering quicksand, subsurface streams or similar dangerous contingencies, or where passing especially heavy building or any structures which by their construction or position might bring a great pressure upon the excavations the right is reserved by the Engineer to direct that such buildings, or structures, shall be underpinned, or supported and protected, or that special sheeting shall be driven in such a manner and to such depth, as may be directed, or that only a short length of excavation shall be opened at one time; and furthermore, if necessary, that the excavation shall be securely sheeted and braced on all sides, after the manner of a shaft, and that the permanent work shall be constructed in the same manner and the shaft backfilled before another opening is made. Any work done as above directed shall be at the cost and expense of the Contractor.

E. The Engineer reserves the right under such conditions to stop the excavation or any other part of the work, and to require the Contractor to complete the structure and the backfilling up to such a point as the Engineer may direct before proceeding further with the excavation; and the Contractor shall not thereby become entitled to demand or to receive any allowance or compensation, other than an extension of the contract time for as many days as the Engineer may determine that the work was delayed by such stoppage.

3.16 OBSTRUCTION SHOWN ON DRAWINGS

A. Certain information regarding the reputed presence, size, character, and location of existing underground structures, pipes and conduits has been shown on the Contract Drawings. There is no certainty of the accuracy of this information. The location of underground structures shown may be inaccurate and other obstructions not shown may be encountered.

B. The Contractor hereby distinctly agrees that the Owner is not responsible for the correctness or sufficiency of the information given; that in no event is this information to be considered as a part of the Contract; that he shall have no claim for delay or extra compensation on account of incorrectness of information given, or on account of the insufficiency or absence of information regarding obstructions either revealed or not revealed by the Drawings; and that he shall have no claim for relief from an obligation of responsibility under the Contract, in case the location, size or character of any pipe or other underground structure is not as indicated on the Drawings; or in case any pipe or other underground structure is encountered that is not shown on the Drawings.

C. The Contractor is solely and completely responsible for contacting utility providers and locating services to field locate existing utilities 48 hours in advance of his activities. If inadequate locations are made, or if hand-digging of "test holes" is deemed necessary, this shall be accomplished and affected by the Contractor at no additional expense to the Owner.

3.17 REMOVAL OF OBSTRUCTIONS

A. Should the position of any pipe, conduits, pole, or other structures, above or below the ground be such as, in the opinion of the Engineer, to require its removal, realignment, or change due to work to be done under the Contract, the work of removal, realignment, or change will be done as extra work, or will be done by the Owner of the obstructions, without cost to the Contractor; but the Contractor shall uncover and sustain the structures, at his own expense, before such removal and before and after such realignment or change as constituting part of the Contract; and the Contractor shall not be entitled to any claim for damage or extra compensation on account of the presence of said structure, or on account of any delay in the removal or rearrangement of the same.

B. The Contractor shall, without extra compensation, break through and reconstruct, if necessary, the invert or arch of any sewer, culver, or conduit that may be encountered, if the said structure is in such a position that in the judgment of the Engineer, as not to require its removal, realignment or complete reconstruction.

C. The Contractor shall not interfere with any persons, firms or corporations, or with the Owner in protecting, removing, changing, or replacing their pipes, conduits,

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

poles, or other structures; but he shall suffer said persons, firms, or corporations, or the Owner to take all such measures as they may deem necessary or advisable for the purpose aforesaid, and the Contractor shall thereby be in no way relieved of any of his responsibilities under this Contract. At railway or railroad track crossings or paralleling, any expense to which the Owner of the trackage is put in shoring up tracks, or in maintaining traffic, shall be borne by the Contractor, whether the same is billed directly to him, or the Owner. Should any such bill be unpaid by the Contractor, before final payment under the Contract is made, the Owner shall be empowered to pay said bill and retain the amount thereof, from any monies due, or to become due the Contractor.

D. Except where trees are in rights-of-way, in immediate proximity to the excavation, they shall not be cut down except by authorization of the Engineer and the Contractor shall have no claim for the extra compensation owing to the fact that he may be required to excavate by hand, or tunnel in the vicinity of trees that may be left standing.

3.18 CHANGE OF EXCAVATION LOCATION

A. In case the Engineer shall direct that the location of a trench or other excavation be changed from that shown on the Drawings, on account of the presence of an obstruction, or from other cause, or if a changed location shall be authorized upon the Contractor's request, the Contractor shall not be entitled to extra compensation, or to a claim for damage, provided that the change is made before the excavation is begun. If, however, such change, made at the direction of the Engineer, involves the abandonment of excavation already made, such abandoned excavation, together with the necessary refill, will be classed as miscellaneous excavation. In the event that the excavation is abandoned in favor of a new location, at the Contractor's request, the abandoned excavation and refill shall be at the Contractor's expense.

B. Minor changes in alignment of pipe or other structures to accommodate the actual location of existing facilities shall be considered typical of construction activities and no additional compensation will be made for changes of this nature.

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3.19 CLEANUP

A. As the trenches are filled in and the work completed, the Contractor shall immediately and at his own cost and expense remove and dispose of all surplus earth, stone or other material from the work, in such manner and at such point or points, as he may select or provide, subject to the approval of the Engineer; or he may deposit the same, either with or without rehandling, at any point or points on the line of the work covered by the Contract, if so directed by the Engineer; and shall leave all roads, sidewalks and other places free, clear and in good order. In case the Contractor shall fail or neglect to do so, or to make satisfactory progress in doing so within twenty-four (24) hours after the receipt of a written notice from the Engineer, the Owner may remove such surplus material and clear the roadways, sidewalks and other places, and the cost of said work shall be charged to the Contractor and deducted from any monies due or to become due him under the Contract.

B. All surplus earth or other material wasted on public property shall be evenly spread and left in a neat and smooth condition. All removed materials shall become the property of the Owner, if they so desire. If the Owner does not want the removed materials, surplus materials will be removed by the Contractor at no extra cost to the Owner.

C. As soon as the trenches are refilled, all surplus earth, sand or rubbish shall be removed and kept removed to a point not more than two hundred feet (200') from the head of the open trench, unless otherwise authorized by the Engineer.

3.20 MAINTENANCE OF BACKFILLED TRENCH SURFACES

A. The Contractor shall crown to such height, as directed by the Engineer, the top of all backfilled trench excavations. The Contractor shall also maintain these crowned surfaces to the satisfaction of the Engineer, without additional compensation, from the time of crowning operation to and including a period of eight (8) months beyond date of a Certificate of Completion of the work under this contract.

B. The Contractor shall be responsible for any injury or damage resulting from lack of required trench maintenance during the prescribed maintenance period. If the Contractor does not satisfactorily provide specified maintained surfaces or begin

repairs of such surfaces when needed, within twenty-four (24) hours after written notice from the Engineer, such work may be done by the Owner and the cost thereof charged against the Contractor.

END OF SECTION

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

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SECTION 32 92 00
TURF AND GRASSES

PART I - GENERAL

1.01 WORK INCLUDED

A. The work specified in this section consists of grassing, or of grassing and mulching on slopes, shoulders and other areas. The work of grassing shall include seeding and fertilizing; also watering as required. Any of the items of work covered by this section may be eliminated from the contract, at the discretion of the Engineer. Sodding is included herewith and shall conform to the lines and grades as shown on the plans.

PART II - MATERIALS AND EQUIPMENT

2.01 MATERIALS AND EQUIPMENT

A. The materials used for the work in this section shall conform to the requirements hereinafter specified.

2.02 SOD

A. Sod shall be well matted with roots. St. Augustine shall be used in residential areas. Bahia shall be used in the right-of-way areas, not covered by St. Augustine grass.

B. The sod shall be taken up in commercial-size rectangles, preferably 12-inch by 12-inch, except where 6-inch strip sodding is called for.

C. The sod shall be sufficiently thick to secure a dense stand of live grass. The sod shall be live, fresh and uninjured, at the time of planting. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted. The sod shall be approved by the Engineer before placing.

D. Source Requirements for Sod and Mulch. No mulch material or sod shall be used which is not certified as being free of the imported fire ant, and before any mulch or sod is brought to the project, the Contractor will be required to furnish the

Engineer a written certification and clearance, from pest control officials of either the State or the Federal Department of Agriculture, verifying that the materials are being obtained from an area outside of the zone of quarantine of the imported fire ant, or that they are free of the imported fire ant.

2.03 WATER

A. The water used in the grassing operations may be obtained from the reclaimed water system.

B. The water shall be free of excess and harmful chemicals, acids, alkalis, or any substance which might be harmful to plant growth or obnoxious to traffic.

C. Salt water shall not be used.

2.04 EQUIPMENT

A. Fertilizer Spreader

1. The device for spreading dry fertilizer or for spraying liquid fertilizer shall meet the approval of the Engineer.

B. Seed Spreader

1. The seed spreader shall be an approved mechanical head spreader or other approved type of spreader and may be integral with the cultipacker roller equipment specified below.

C. Equipment for Cutting Mulch into Soil

1. The mulching equipment shall be a rotovator, or other equipment determined by the Engineer to be equally suitable for cutting the specified materials uniformly into the soil and to the required controlled depth.

2. Harrows will not be allowed.

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D. Rollers

1. A cultipacker, traffic roller, or other roller approved by the Engineer, will be required for rolling the grassed and mulched areas.

E. Water-Metering Devices

1. The vehicle used for applying the water to the grassed areas shall be equipped with an approved metering device installed at such point on the vehicle as to measure the water at the time of its being applied to the grassed areas.

PART III - EXECUTION

3.01 TIME OF BEGINNING OPERATIONS

A. Whenever a suitable length of roadway is completed and ready for planting the Contractor shall, if directed by the Engineer, proceed at once with the planting of the available shoulder or embankment areas.

3.02 WEATHER AND SOIL LIMITATIONS

A. Fertilizing, seeding or mulching operations will not be permitted when wind velocities exceed 15 miles per hour.

B. Seed shall be sowed only when the soil is moist and in proper condition to induce growth.

3.03 SOIL MANIPULATION

A. All soil manipulation shall be done at right angles to the direction of slope.

3.04 WATERING

A. The soil shall be maintained in a moist condition for a period of at least two weeks after the planting.

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3.05 APPLYING AND MIXING FERTILIZER

A. Rate of Application

1. At the Contractor's option either dry or liquid commercial grade fertilizer may be used.

2. The rate of application for dry fertilizer shall be 800 to 1000 pounds per acre, with application in the upper range for sandy soils in the lower range for loamy soils. The exact rate will be set by the Engineer.

3. Liquid fertilizer shall be applied at an equivalent rate which will provide the same amount of plant food as required for dry fertilizer (or at approximately 74 to 92 gallons per acre).

B. Application

1. The fertilizer shall be spread or sprayed uniformly over the area to be grassed by use of the approved distributing device, except that on steep slopes or other areas
where machine-spreading may not be practicable, spreading may be done by hand or by hose if the Engineer so directs.

2. Immediately after dry fertilizer is spread, it shall be harrowed in and mixed with the soil to a depth of approximately four inches.

3. When liquid fertilizer is sprayed, the soil, if dry, shall be moistened by sprinkling before the liquid fertilizer is applied not later than seven days after the seed is in place.

3.06 MULCHING

A. When Dry Mulch is Used:

1. When mulching is called for, approximately two inches, loose thickness, of the straw or hay material shall then be applied uniformly over the grassing

area, and the mulch material cut into the soil with the equipment specified, so as to produce a loose mulch thickness of three to four inches.

2. Care shall be exercised so that the materials are not cut too deeply into the soil.

B. When Green Mulch is Used:

1. When green mulch is used, the green mulch shall be incorporated into the soil not later than two days after being cut, and not artificial watering shall be done before the mulch is applied.

2. It shall be spread in a layer of approximately two inches loose thickness, and cut into the soil with the equipment specified.

3. The material shall not be cut too deeply into the soil.

3.07 SEEDING

A. Soon after the mulch material has been cut into the soil, and while the soil is still loose and moist, the seed shall be scattered uniformly over the grassing area.

The rate of spread for the seed shall be as follows:

1. Where mulching is not called for, or where dry mulch is used, the rate shall be 60 pounds per acre. In the period from March 15 to October 15 the seed mixture shall be 30 pounds of Bahia and 30 pounds of Bermuda. In the remainder of the year, the mixture shall be 20 pounds each of Bahia, Bermuda and rye seed.

2. When green mulch is used, the required rate of spread shall be reduced to 45 pounds per acre, because of the faster growing rate of the green mulch as compared with that of the seeds. The seed mixture shall be 22-1/2 pounds of Bahia and 22-1/2 pound of Bermuda, except that in the period October 15 to March 15 the mixture shall be 15 pounds each of Bahia, Bermuda and rye grass seed.

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3. Seeding may be done in conjunction with the rolling if the equipment used is designed for that purpose.

4. Rolling. Immediately after completion of the seeding, the entire grassed or mulched area shall be rolled thoroughly with the equipment specified. At least two trips over the entire area will be required.

3.08 SODDING

A. Wherever sodding is indicated on the plans, it shall include all of the requirements of this section except "Mulching".

3.09 MAINTENANCE

A. The Contractor shall be responsible for keeping the ground moist by watering until an acceptable stand of grass is grown. He will also be required to repair at his own expense any damage due to washouts, erosion or other causes which might occur prior to final acceptance of this work.

END OF SECTION

Attachment: Exhibit A - ITB Sunrise Park Improvements Landscape and Irrigation (2025-R-34 : Sunrise Park North Improvements - Landscaping

CITY OF HOLLY HILL
SUNRISE PARK IMPROVEMENTS
LANDSCAPE AND IRRIGATION

HOLLY HILL, FLORIDA

BID # 22-BG-12

GENERAL NOTES

1. THE CITY'S PUBLIC UTILITIES DEPARTMENT (248-9463) SHALL BE GIVEN A MINIMUM OF 48 HOURS ADVANCE NOTICE (NOT INCLUDING HOLIDAYS OR WEEKENDS) PRIOR TO BEGINNING ANY CONSTRUCTION.
2. THE CONTRACTOR SHALL AT ALL TIMES, DURING PIPE LAYING OPERATIONS, DEWATER THE GROUND SUFFICIENTLY TO KEEP THE GROUNDWATER ELEVATION A MINIMUM OF 6" BELOW THE PIPE BEING LAID WITHIN THE AREA OF THE TRENCH.
3. ALL PIPES SHALL BE LAID ON A FIRM FOUNDATION. SOFT OR SPONGY BEDDING FOR PIPES IS NOT ACCEPTABLE. ANY UNSUITABLE MATERIAL SHALL BE REMOVED AND REPLACED WITH A DRY, COMPACTED, GRANULAR MATERIAL SATISFACTORY TO THE CITY.
4. ON ALL EXCAVATION AND BACKFILLING THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING AND BRACING IN ORDER TO PROVIDE FOR THE SAFETY OF WORKMEN, AS WELL AS REPRESENTATIVES OF THE CITY, THE DESIGN ENGINEER, AND THE DEVELOPER.
5. ALL TRENCHES SHALL BE BACKFILLED WITH CLEAN FILL AND COMPACTED TO THE SPECIFIED MINIMUM COMPACTION (95% IN UNPAVED AREAS AND 98% IN PAVED AREAS) OF THE OPTIMUM DENSITY OF THAT MATERIAL BASED ON THE AASHTO T-180 MODIFIED PROCTOR TEST.
6. THE CONTRACTOR SHALL EMPLOY AN INDEPENDENT TESTING LABORATORY AT HIS OWN EXPENSE TO INSURE THAT COMPACTION OF ALL FILL MATERIAL IS COMPLETED PROPERLY. TESTS SHALL BE DONE ONE FOOT ABOVE THE PIPE AND THEN AT ONE FOOT VERTICAL INTERVALS UNTIL FINAL GRADE IS REACHED. TESTING SHALL BE COMPLETED AND TEST DOCUMENTS SUBMITTED TO THE CITY AT A MINIMUM FREQUENCY OF ONE SET OF TESTS BETWEEN EACH MANHOLE AND ONE ADDITIONAL SET OF TESTS AT EVERY MANHOLE. IDENTIFICATION OF TEST LOCATIONS SHALL BE CLEARLY INDICATED ON TEST REPORTS. TEST RESULTS SHALL BE FORWARDED PROMPTLY TO THE CITY'S DESIGNATED SITE INSPECTOR.
7. ALL TESTING REQUIRED BY THE CITY SHALL BE PAID FOR BY THE CONTRACTOR/DEVELOPER
8. ALL TAPPING OF MAINS AND CORING OF MANHOLES SHALL BE WITNESSED BY THE CITY AND BILLED IN ACCORDANCE WITH THE ADOPTED FEE RESOLUTION. SCHEDULING OF THESE CONNECTIONS SHALL REQUIRE A MINIMUM 48 HOUR NOTIFICATION (MEASURED ON NORMAL WORK DAYS) DIRECTED TO THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE THE WORK DIRECTLY WITH THE PUBLIC UTILITIES DEPARTMENT. SUBSEQUENTLY, THE CONNECTION SHALL BE SCHEDULED TO COMMENCE BETWEEN 8:00 A.M. AND NOON ON THE APPROPRIATE DAY ESTABLISHED BY CITY.
9. WITH RESPECT TO TIE-IN CONNECTIONS AND CORING OPERATIONS, THE CITY RESERVES THE RIGHT TO REQUIRE CONNECTIONS TO BE PERFORMED DURING PERIODS OF LOW FLOW (MIDNIGHT TO 6:00 A.M.) IN ORDER TO MINIMIZE SERVICE DISRUPTION TO EXISTING CUSTOMERS.
10. ALL PVC PIPE SHALL BE STORED IN SUCH A WAY AS TO PREVENT WARPING, DEFLECTION, OR DEFORMATION. ANY PIPE DEEMED TO BE MISSHAPED IN ANY WAY FOR ANY REASON SHALL BE REJECTED.
11. NO USED, RE-USED, RUSTED, SECOND HAND, OR ANY MATERIAL THAT IS NOT NEW SHALL BE USED IN ANY UTILITY IMPROVEMENT PROJECTS WITHIN THE CITY'S SERVICE AREA.



VICINITY MAP

PROJECT DESCRIPTION:

INSTALL LANDSCAPING AND IRRIGATION TO EXISTING PARK GROUNDS

INDEX TO DRAWINGS	
SHEET NO.	**DESCRIPTION**
1	COVER SHEET
2	SITE IRRIGATION PLAN
3	IRRIGATION DETAILS
4	LANDSCAPE PLAN
5	LANDSCAPE DETAILS

GENERAL INFORMATION:

OWNER:

CITY OF HOLLY HILL
CONTACT: ANTOINE KHOURY, P.E.
453 LPGA BLVD.
HOLLY HILL, FL 32117
386-248-9463
EMAIL: akhoury@hollyhillfl.org

ENGINEER/LANDSCAPE ARCHITECT:

PARKER MYNCHENBERG & ASSOCIATES, INC.
KEVIN LEE, P.E. #71501,
STEVEN R. BUSWELL, P.E. #53985, R.L.A. #6667011
CERTIFICATE OF AUTHORIZATION NUMBER: 00003910
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
386-677-6891 FAX 386-677-2114
EMAILS: info@parkermynchenberg.com
klee@parkermynchenberg.com

NO.	DATE	DESCRIPTION	BY
		REVISIONS	

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #53985 L.A. #6667011
STEVE BUSWELL P.E. #53985 R.L.A. #6667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

CITY OF HOLLY HILL
SUNRISE PARK IMPROVEMENTS
LANDSCAPE AND IRRIGATION
HOLLY HILL * FLORIDA

COVER SHEET

1
SHEET NO.

DRAWN BY: ADK
DATE: 11/02/2023
JOB NO. 23-35
SCALE:

SEAL

Attachment: Exhibit B - Sunrise Park Improvements Landscape and Irrigation - Bid Set plans (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)



GRAPHIC SCALE
0 15 30 60 90
SCALE: 1" = 30'

CITY OF HOLLY HILL
SUNRISE PARK IMPROVEMENTS
LANDSCAPE AND IRRIGATION
HOLLY HILL * FLORIDA

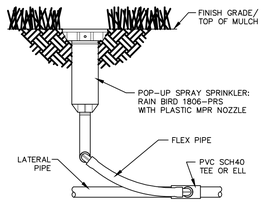
SITE IRRIGATION PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553
STEVE BUSWELL P.E. #53985 R.L.A. #LA6667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	

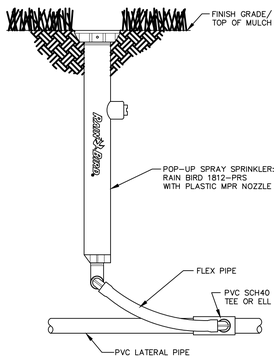
SEAL

SHEET NO. 2
DRAWN BY: ADK
DATE: 11/02/2023
JOB NO. 23-35
SCALE: 1"=30'



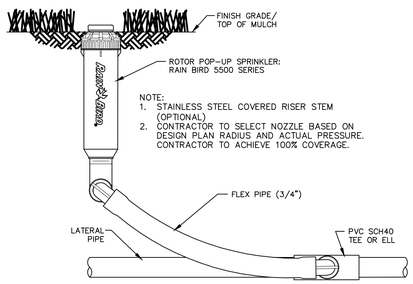
MODEL 1806-PRS 6" POP-UP

FIXED-SPRAY (MPR SERIES), FLEX PIPE, PRESSURE REGULATING



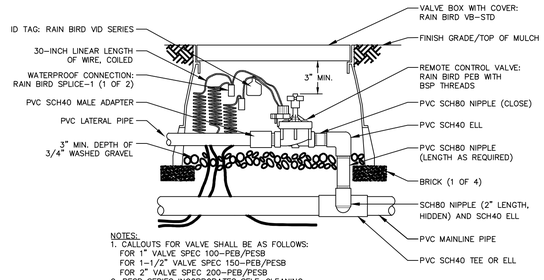
MODEL 1812-PRS 12" POP-UP

FIXED-SPRAY (MPR SERIES), FLEX PIPE, PRESSURE REGULATING



MODEL 5500 SERIES POP-UP ROTOR

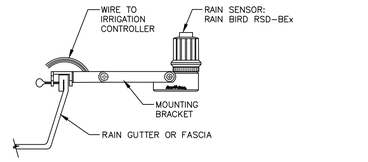
GEAR DRIVE (5500 NOZZLE), FLEX PIPE, PRESSURE REGULATING



NOTES:
1. CALLOUTS FOR VALVE SHALL BE AS FOLLOWS:
   FOR 1" VALVE SPEC 100-PEB/PESB
   FOR 1-1/2" VALVE SPEC 150-PEB/PESB
   FOR 2" VALVE SPEC 200-PEB/PESB
2. PESB SERIES INCORPORATES SELF-CLEANING SCRUBBER & STAINLESS STEEL SCREEN.

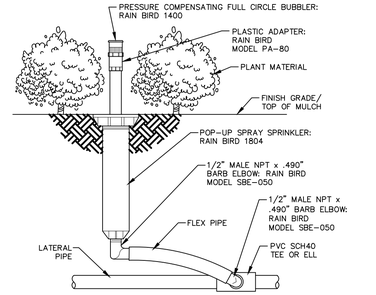
VALVES: PEB OR PESB SERIES

PLASTIC VALVE, ELECTRIC (MODEL PEB SHOWN)



MODEL RSD-BEx MOUNTING

RAIN SENSOR MOUNTING DETAILS



SPRINKLERS: PRESSURE COMPENSATING FULL-CIRCLE BUBBLER

RAIN BIRD N-1400 BUBBLER (MPR SERIES) ON 1804 POP-UP, FLEX PIPE

RAIN BIRD MPR SERIES NOZZLE SELECTION CHART					
SYM	SPEC	PSI	GPM	RADIUS	PATTERN
A	15F	30	3.70	15'	FULL
B	15TQ	30	2.78	15'	THREE QUARTER
C	N/A	–	–	–	N/A
D	15H	30	1.85	15'	HALF
E	15T	30	1.23	15'	THIRD
F	15Q	30	0.92	15'	QUARTER
G	15EST	30	0.61	4'x15'	END STRIP
H	15CST	30	1.21	4'x30'	CENTER STRIP
J	15SST	30	1.21	4'x30'	SIDE STRIP
K	12F	30	2.60	12'	FULL
L	12TQ	30	1.95	12'	THREE QUARTER
M	N/A	–	–	–	N/A
N	12H	30	1.30	12'	HALF
O	5Q-B	30	0.50	5'	BUBBLER
P	12T	30	0.87	12'	THIRD
R	12Q	30	0.65	12'	QUARTER
S	10F	30	1.58	10'	FULL
T	10H	30	0.79	10'	HALF
V	10Q	30	0.39	10'	QUARTER
W	8F	30	1.05	8'	FULL
X	8H	30	0.52	8'	HALF
Y	8T	30	0.35	8'	THIRD
Z	8Q	30	0.26	8'	QUARTER
5F	5F	30	0.41	5'	FULL
5H	5H	30	0.20	5'	HALF
5T	5T	30	0.13	5'	THIRD
5Q	5Q	30	0.10	5'	QUARTER

7005 NOZZLE PERFORMANCE DATA CHART			
NOZZLE NO.	PSI	GPM	RADIUS
4	60	3.8	39'
6	60	6.1	45'
8	60	8.4	49'
10	60	10.1	53'
12	60	12.0	59'
14	60	14.3	61'
16	60	15.9	65'
18	60	17.8	65'

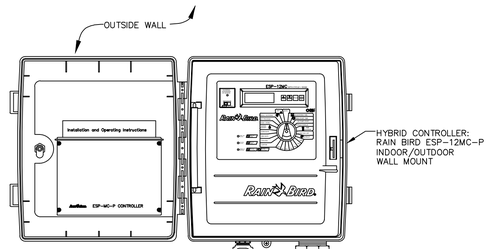
IRRIGATION LEGEND

- ● RAIN BIRD 7005 SERIES ROTOR – PLAN INDICATES RADIUS AND GPM AT EACH LOCATION
- ○ RAIN BIRD 1806-PRS SERIES – 6" POP-UP SPRAY HEAD, INSTALLED AS SHOWN, SEE NOZZLE CHART
- ⊗ RAIN BIRD PEB OR PESB SERIES – ELECTRIC CONTROL VALVE INSTALLED IN VB-STD VALVE BOX.
- ⋈ DENOTES PROPOSED VALVE (SIZE AS SHOWN)
- — — DENOTES PROPOSED SCH40 IRRIGATION MAIN (SIZE AS SHOWN)
- ——— DENOTES PROPOSED SCH40 IRRIGATION LATERAL (SIZE AS SHOWN)
- ═══ PVC SLEEVE SIZE AS SHOWN
- ▭ DENOTES PROPOSED RAIN SENSOR, RAIN BIRD RSD SERIES
- ▭ DENOTES PROPOSED RAIN BIRD ESP-MC SERIES CONTROLLER

PIPE SIZE (MIN)	FLOW
1/2"	<6 GPM
3/4"	<10 GPM
1"	<15 GPM
1-1/4"	<26 GPM
1-1/2"	<36 GPM
2"	<50 GPM
2-1/2"	<80 GPM
3"	<120 GPM
4"	<200 GPM

VALVE KEY ID-BOX

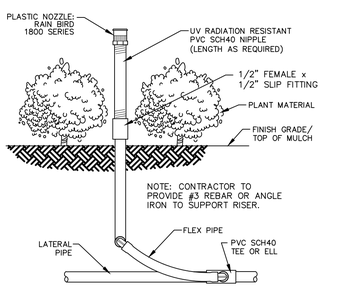
1	— ZONE NUMBER
1-1/2"	— SIZE OF VALVE
35	— GALLONS PER MINUTE



HYBRID CONTROLLER ESP-MC PLASTIC WALL MOUNT

(ESP-12MC-P 12-ZONE OUTDOOR WALL MOUNT SHOWN)

NOTES:
1. MODEL NUMBERS FOR DIFFERENT NUMBER OF ZONES ARE AS FOLLOWS:
   ESP-8MC-P FOR 8-ZONE
   ESP-16MC-P FOR 16-ZONE
   ESP-24MC-P FOR 24-ZONE
   ESP-32MC-P FOR 32-ZONE
   ESP-40MC-P FOR 40-ZONE
2. FOR INDOOR WALL MOUNT, JUST CHANGE NOTATION ON DETAIL.
3. CONTRACTOR MAY SUBSTITUTE STEEL WALL MOUNT IN LIEU OF PLASTIC WALL MOUNT AT NO ADDITIONAL COST TO THE OWNER.



MODEL: 1800 NOZZLE ON RISER

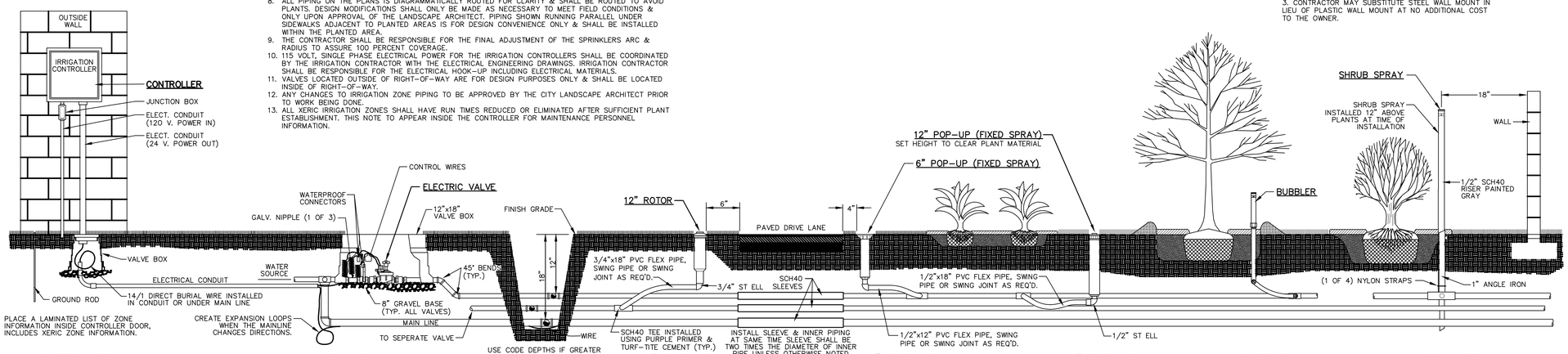
FIXED SPRAY, FLEX PIPE

GENERAL IRRIGATION NOTES

1. THE CONTRACTOR SHALL REFER TO THE LANDSCAPING PLAN WHEN TRENCHING TO LAY PIPE TO AVOID NEW & EXISTING TREES & LARGE SHRUBS.
2. ALL WIRING FROM THE IRRIGATION CONTROLLER TO THE REMOTE CONTROL VALVES SHALL BE UF-14/1 DIRECT BURIAL CABLE. ALL WIRE SPLICES SHALL BE MADE IN VALVE BOXES USING ONLY RAIN BIRD CONNECTORS & SEALANT.
3. UNLESS OTHERWISE INDICATED, PIPING TO A SINGLE SPRAY HEAD SHALL BE 1/2" PVC PIPING. UNLESS OTHERWISE INDICATED, PIPING TO A SINGLE ROTOR HEAD SHALL BE 3/4" PVC PIPING.
4. ALL MAIN LINE PIPING SHALL BE BURIED TO HAVE A MINIMUM COVER OF 18". ALL LATERAL PIPING DOWNSTREAM OF THE MAIN LINE SHALL BE BURIED TO HAVE A MINIMUM COVER OF 12".
5. THE CONTRACTOR SHALL COORDINATE WITH THE LANDSCAPE ARCHITECT ON THE EXACT LOCATION OF THE IRRIGATION CONTROLLERS.
6. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS & DIMENSIONS SHOWN ON PLANS AT THE SITE PRIOR TO COMMENCEMENT OF WORK UNDER THIS CONTRACT.
7. ALL IRRIGATION INSTALLATION SHALL CONFORM TO LOCAL CODES & REGULATIONS.
8. ALL PIPING ON THE PLANS IS DIAGRAMMATICALLY ROUTED FOR CLARITY & SHALL BE ROUTED TO AVOID PLANTS. DESIGN MODIFICATIONS SHALL ONLY BE MADE AS NECESSARY TO MEET FIELD CONDITIONS & ONLY UPON APPROVAL OF THE LANDSCAPE ARCHITECT. PIPING SHOWN RUNNING PARALLEL UNDER SIDEWALKS ADJACENT TO PLANTED AREAS IS FOR DESIGN CONVENIENCE ONLY & SHALL BE INSTALLED WITHIN THE PLANTED AREA.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL ADJUSTMENT OF THE SPRINKLERS ARC & RADIUS TO ASSURE 100 PERCENT COVERAGE.
10. 115 VOLT, SINGLE PHASE ELECTRICAL POWER FOR THE IRRIGATION CONTROLLERS SHALL BE COORDINATED BY THE IRRIGATION CONTRACTOR WITH THE ELECTRICAL ENGINEERING DRAWINGS. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE ELECTRICAL HOOK-UP INCLUDING ELECTRICAL MATERIALS.
11. VALVES LOCATED OUTSIDE OF RIGHT-OF-WAY ARE FOR DESIGN PURPOSES ONLY & SHALL BE LOCATED INSIDE OF RIGHT-OF-WAY.
12. ANY CHANGES TO IRRIGATION ZONE PIPING TO BE APPROVED BY THE CITY LANDSCAPE ARCHITECT PRIOR TO WORK BEING DONE.
13. ALL XERIC IRRIGATION ZONES SHALL HAVE RUN TIMES REDUCED OR ELIMINATED AFTER SUFFICIENT PLANT ESTABLISHMENT. THIS NOTE TO APPEAR INSIDE THE CONTROLLER FOR MAINTENANCE PERSONNEL INFORMATION.

SPECIFIC IRRIGATION NOTES

1. IRRIGATION SPRAY HEADS SHALL BE PRESSURE REGULATING.
2. SYSTEM SUPPLY REQUIREMENTS ARE: 40 GPM @ 40 PSI AT WATER SOURCE. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IF DESIGN FLOW RATE AND PRESSURE DOES NOT EXIST.
3. LATERAL PIPES SHALL BE SIZED SUCH THAT THE WATER VELOCITY DOES NOT EXCEED 5 FEET/SECOND. CONTRACTOR SHALL APPLY THE FOLLOWING TABLE:



CONTROLLER DETAIL | ELECTRIC VALVE DETAIL | TRENCH DETAIL | 12" POP-UP ROTOR DETAIL | SLEEVE DETAIL | 6" POP-UP SPRAY DETAIL | 12" POP-UP SPRAY DETAIL | BUBBLER DETAIL | SHRUB SPRAY DETAIL

TYPICAL IRRIGATION DETAILS

NOTE: CHECK LOCAL CODES PRIOR TO INSTALLATION

NO.	DATE	DESCRIPTION REVISIONS	BY

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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PARKER MYNCHENBERG, P.E. #36561 LANDSCAPE ARCHITECT #666
STEVE BUSHELL P.E. #53583 R.L.A. #6667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

CITY OF HOLLY HILL
SUNRISE PARK IMPROVEMENTS
LANDSCAPE AND IRRIGATION
HOLLY HILL * FLORIDA

IRRIGATION DETAILS

3
SHEET NO.

DRAWN BY: ADK
DATE: 11/02/2023
JOB NO. 23-35
SCALE: NONE

SEAL

Attachment: Exhibit B - Sunrise Park Improvements Landscape and Irrigation - Bid Set plans (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)



LANDSCAPE DETAIL
SCALE: 1"=10'

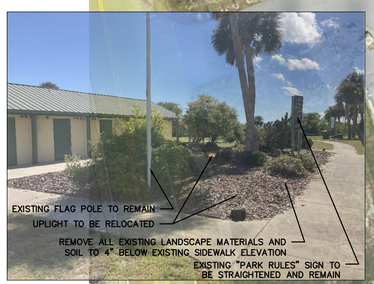
PLANT LIST

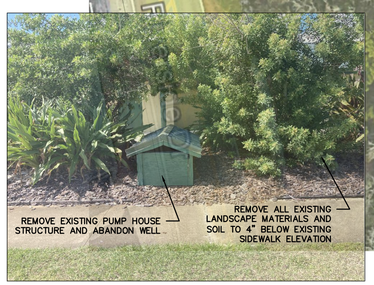
	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	BF	60	BULBINE FRUTESCENS "HALLMARK"	ORANGE STALKED BULBINE	1 GAL., 12"–15" SPD. 18" O.C.
	TA	176	TRACHELOSPERMUM ASIATICUM	ASIATIC JASMINE	1 GAL., 12"–15" SPD. 20" O.C.
⊙	SA	44	SCHEFFLERA ARBORICOLA "TRINETTE"	VARIEGATED ARBORICOLA	3 GAL., 30" O.C. 24" HT., MIN.
	SP*	10	SABAL PALMETTO	SABAL PALM	10'–12' CLEAN TRUNK
	ST. AUGUSTINE "FLORATAM" SOLID SOD				±12,952 SQ FT
	ARGENTINE BAHIA SOD				±104,578 SQ FT

NOTES:

1. EXISTING FLAGPOLE AND UPLIGHT TO REMAIN. UPLIGHT TO BE RELOCATED
2. EXISTING MONUMENT SIGN AND UPLIGHT TO REMAIN
3. EXISTING "PARK RULES" SIGN TO BE STRAIGHTENED AND REMAIN
4. REMOVE ALL EXISTING LANDSCAPE MATERIALS AND SOIL TO 4" BELOW EXISTING SIDEWALK ELEVATION
5. REMOVE EXISTING PUMP HOUSE STRUCTURE AND ABANDON WELL









GRAPHIC SCALE
0 15 30 60 90
SCALE: 1" = 30'

NO.	DATE	DESCRIPTION	BY
		REVISIONS	

PARKER MYNCHENBERG & ASSOCIATES, INC.
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STEVE BUSWELL P.E. #53585 R.L.A. #L6667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

CITY OF HOLLY HILL
SUNRISE PARK IMPROVEMENTS
LANDSCAPE AND IRRIGATION
HOLLY HILL * FLORIDA

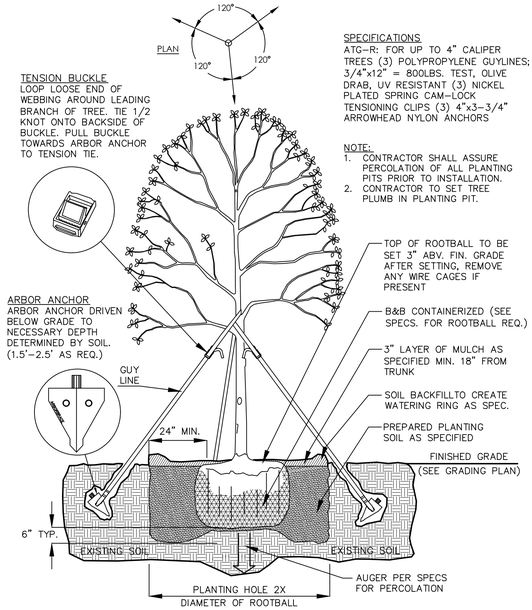
LANDSCAPE PLAN

4
SHEET NO.

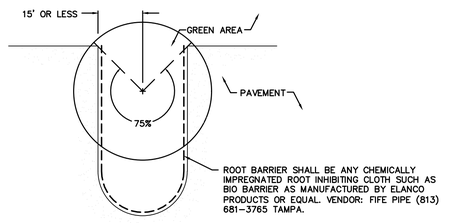
DRAWN BY: ADK
DATE: 11/02/2023
JOB NO. 23-35
SCALE: 1"=30'

SEAL

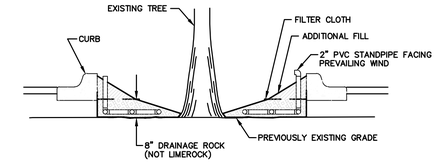
Attachment: Exhibit B - Sunrise Park Improvements Landscape and Irrigation - Bid Set plans (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

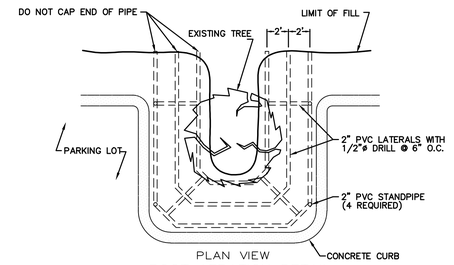


TREE PLANTING & GUY DETAILS

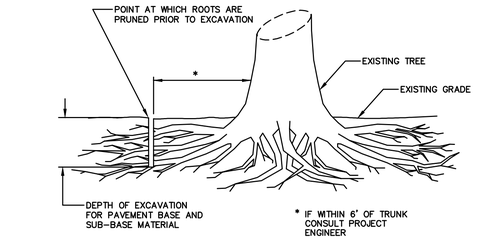


ROOT BARRIER DETAIL
NTS



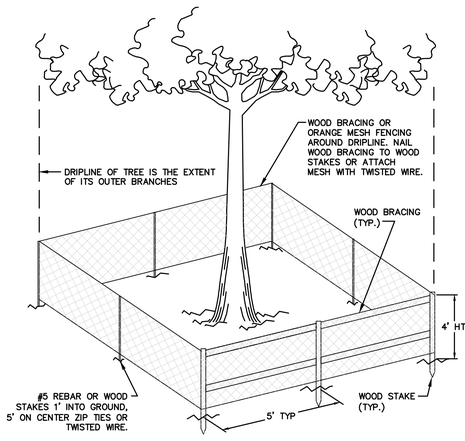


ROOT AERATION DETAIL
NTS
DBL-2 DATED 3-21-05



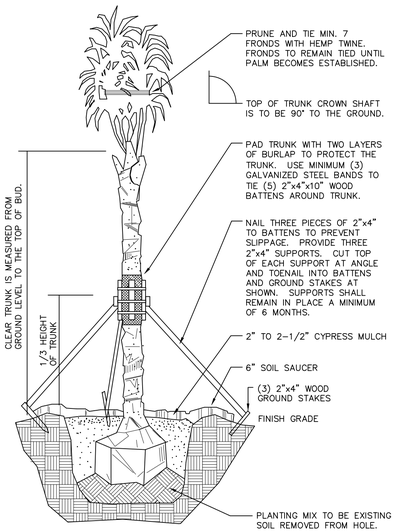
NOTES:
1) CUTS ARE TO BE MADE CLEANLY WITH A SHARP ROOT PRUNING TOOL (SUCH AS A DOSCO OR VERMEER ROOT PRUNER).
2) INSTALL ORANGE PLASTIC MESH TREE BARRIER, WITH REBAR SUPPORTS, AT POINT OF PRUNING AND CONTINUE COMPLETELY AROUND TREE, PROTECTING THE AREA WITHIN THE DRIPLINE (EXTENT OF OUTER BRANCHES).
3) ROOT PRUNING PROCEDURE MUST BE DONE AND INSPECTED PRIOR TO ISSUANCE OF A BUILDING PERMIT OR GRADING AND FILLING PERMIT.

ROOT PRUNING DETAIL
NTS

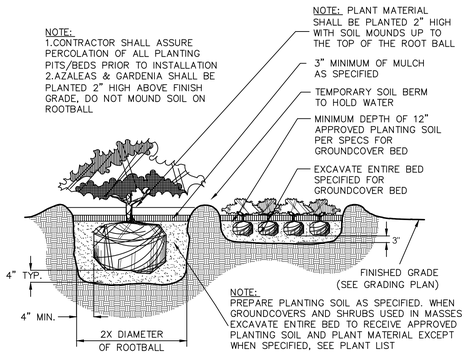


NOTE: BARBED WIRE FENCING IS NOT PERMISSIBLE

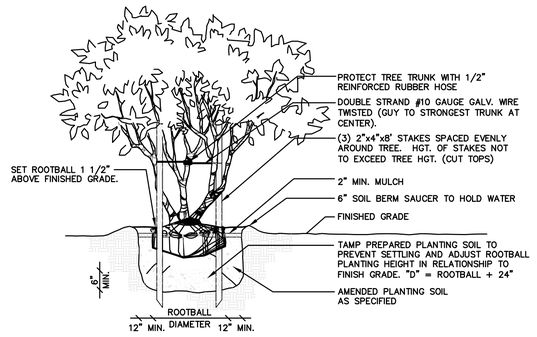
TREE PROTECTION BARRICADE



TYP. PALM TREE PLANTING DETAIL



SHRUB AND GROUND COVER PLANTING DETAIL



NOTE:
1. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING BEDS/ PITS PRIOR TO INSTALLATION.
2. ALL STAKING AND CROSS MEMBERS TO BE PRESSURE TREATED PINE.
3. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY THE OWNER.

TYPICAL MULTI-TRUNK TREE
NTS

LANDSCAPE NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS AND WORK CALLED FOR IN THE LANDSCAPE PLAN. THE PLANT LIST QUANTITIES SHALL BE USED AS A GUIDE ONLY. THE CONTRACTOR SHALL VERIFY ALL QUANTITIES AND REPORT ANY DISCREPANCIES.
2. ALL PLANT BEDS AND ALL EXISTING AND PROPOSED PARKING LOT ISLANDS SHALL BE DRESSED WITH 2"-3" MINIMUM SHREDDED CYPRESS MULCH.
3. THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR STABILITY AND PLUMB CONDITION OF ALL PLANTS AND SHALL BE LEGALLY LIABLE FOR ANY DAMAGE CAUSED BY INSTABILITY OF PLANT MATERIALS.
4. THE CONTRACTOR SHALL DISPOSE OF STUMPS AND MAJOR ROOTS OF ALL PLANTS TO BE REMOVED.
5. THE LANDSCAPE CONTRACTOR SHALL BECOME THOROUGHLY FAMILIAR WITH ALL OTHER WORK TO BE DONE ON SITE, PRIOR TO LANDSCAPE INSTALLATION.
6. THE CONTRACTOR SHALL INSURE ADEQUATE VERTICAL DRAINAGE IN ALL PLANT PITS. TEST HOLES FOR THE VISUAL INSPECTION OF DRAINAGE SHALL BE DUG PRIOR TO INSTALLATION OF ANY PLANTS. THE CONTRACTOR SHALL AMEND POOR DRAINAGE UNTIL ACCEPTABLE FOR PLANT SURVIVABILITY.
7. ALL PLANT PITS TO BE TWICE THE WIDTH OF THE ROOT BALL AND SHALL BE BACKFILLED WITH 50% SAND, 30% PEAT, 25% COW MANURE UNIFORMLY MIXED.
8. THE CONTRACTOR SHALL REPLACE ALL PLANTS WHICH ARE NOT IN A HEALTHY, GROWING CONDITION PRIOR TO ACCEPTANCE. ALL PLANTS SHALL BE MAINTAINED AND GUARANTEED BY THE CONTRACTOR FOR A PERIOD OF 90 DAYS FOLLOWING ACCEPTANCE BY THE OWNER. ANY PLANTS FOUND NOT TO BE IN A HEALTHY GROWING CONDITION AT THE END OF THE GUARANTEE PERIOD SHALL BE REPLACED AT NO ADDITIONAL COST TO THE OWNER.
9. SOD SHALL BE STRONG, SOLID SOD PLACED EVENLY AND WITHOUT GAPS BETWEEN PIECES. GROUND SHALL BE THOROUGHLY WETTED BEFORE PLACING SOD. SOD SHALL BE PLACED TO LIMITS SHOWN AND TO THE EXTENT OF DAMAGED EXISTING SOD. EXISTING GROUND SHALL BE STRIPPED BEFORE PLACING NEW SOD.
10. ALL TREES AND SHRUBS TO BE PLANTED NO LOWER THAN PROPOSED GRADE.
11. THE TWO AREAS SHOWN HEREON ON THIS DRAWING AND ON THE SITE DEVELOPMENT PLAN ARE LABELED, TO REMAIN NATURAL. NO TREES ARE TO BE REMOVED FROM THESE AREAS WITHOUT APPROVAL OF THE OWNER AND CITY.
12. CLEARING PROCEDURE: THE OWNER OR DEVELOPER IS RESPONSIBLE FOR INSURING THAT ALL POSSIBLE MEASURES ARE TAKEN DURING THE CLEARING PROCESS TO AVOID DAMAGE TO TREES AND VEGETATION DESIGNATED TO REMAIN AFTER CONSTRUCTION. THIS INCLUDES USE OF HAND LABOR RATHER THAN LARGE MACHINERY WHERE NECESSARY TO PROTECT TREES TO BE PRESERVED ALL FELLED MATERIAL SHALL BE PROMPTLY AND CAREFULLY REMOVED FROM THE SITE IN ORDER TO AVOID POTENTIAL DAMAGE TO REMAINING TREES AND VEGETATION AND THE HARBORING OF INSECTS AND RODENTS.
13. ALL PLANT MATERIALS SHALL BE FLORIDA NO. 1 GRADE, OR BETTER, ACCORDING TO THE CURRENT "GRADES AND STANDARDS FOR NURSERY PLANTS", STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE, TALLAHASSEE, EXCEPT WHERE IN THE DISCRETION OF THE ENFORCEMENT OFFICIAL NATURAL VEGETATION IS ADEQUATE TO PROVIDE THE NECESSARY VISUAL SCREENING.
    a. GROUND COVERS. GROUND COVERS MAY INCLUDE ANY PLANT MATERIALS THAT REACH AN AVERAGE HEIGHT OF NOT MORE THAN 12 INCHES. GROUND COVERS MUST PRESENT A FINISHED APPEARANCE AND PROVIDE REASONABLY COVERAGE AT TIME OF PLANTING. THICK MULCH BED.
    b. LAWN GRASS. GRASSED AREAS SHALL BE PLANTED WITH ST. AUGUSTINE "FLORATAM" OR EQUAL APPROVED BY OWNER.

SODDING NOTES

SCOPE OF WORK
THE WORK IN THIS SECTION CONSISTS OF FURNISHING AND COMPLETELY INSTALLING SOD OVER THE LIMITS CALLED FOR ON THE CONSTRUCTION DRAWINGS. AT A MINIMUM, ALL WORK SHALL MEET THE MINIMUM SPECIFICATIONS OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, AS OUTLINED IN SECTIONS 575 (SODDING). IN ADDITION, ALL WORK SHALL MEET THE MINIMUM REQUIREMENTS OF THE AHJ.

MATERIALS
SEE PLANT LIST SHEET 4

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PARKER MYNCHENBERG P.E. #34565 A.S.L.A. #0001555
STEVE BUSHELL P.E. #53585 R.L.A. #A6667011
KEVIN A. LEE P.E. #71500
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	

CITY OF HOLLY HILL
SUNRISE PARK IMPROVEMENTS
LANDSCAPE AND IRRIGATION
HOLLY HILL * FLORIDA

LANDSCAPE DETAILS

5
SHEET NO.

DRAWN BY: ADK
DATE: 11/02/2023
JOB NO. 23-35
SCALE: NONE

SEAL

Attachment: Exhibit B - Sunrise Park Improvements Landscape and Irrigation - Bid Set plans (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

SUNRISE PARK IMPROVEMENTS – LANDSCAPE AND IRRIGATION

BID NO. 22-BG-12

(To be completed in Duplicate)

Bidder's Name: Verdego

Submitted: March, 26, 2025

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

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill , (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

Attachment: Exhibit C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of

SUNRISE PARK IMPROVEMENTS – LANDSCAPE AND IRRIGATION

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

Two Hundred Thirty Four Thousand Fifty-Five Dollars and Sixty Nine Cents
(In Words)

Dollars $ 234,055.69 (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be substantially completed within **150 days** and final completion within **30 days** of substantial completion.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **$1,000 (One Thousand Dollars)** per day shall be deducted from monies due the

Attachment: Exhibit C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

Schedule of Unit Prices: Section 00 31 00
Statement of Bidder's Qualifications: Section 00 32 00
Listing of Subcontractors: Section 00 33 00
Listing of Previous Experience: Section 00 33 10
Bid Bond: Section 00 41 00
Public Entity Crimes Statement: Section 00 47 00
Anti-Collusion Statement: Section 00 48 00
Drug Free/Tie Preference Statement: Section 00 48 50
Compliance with the Public Records Law: Section 00 48 60
W9 Request for Taxpayer Identification Number and Certification: Section 00 48 70
Affidavit of E-Verify Requirements Compliance: Section 00 48 80
Trench Safety Affidavit: Section 00 49 00
Certificate as to Corporate Principal: Section 00 62 00
City of Holly Hill Insurance Requirements: Section 00 80 00A

REQUIRED DISCLOSURE

At its sole discretion, the City of Holly Hill, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

The equipment manufacturers/suppliers on this project shall be as delineated in the following schedule. Bidders should note that the Owner and Engineer have made rigorous investigations of equipment performance and features, and as a result, Bidders are to note that the contract price for this project shall be based on Base Bid equipment. The Base Bid equipment for this project falls under one of two categories. The first category is equipment that the Owner and Engineer have determined will be supplied by a sole source of supply, for which no substitutions or alternates will be entertained or allowed. Bidder is advised that offering of any alternatives to the sole source supplied equipment will be grounds for rejection of his bid as not responsive. The second category of equipment includes those items where the Owner and Engineer deem there to be more than one

Attachment: Exhibit C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

acceptable supplier of the particular item listed. The equipment which falls under these two categories is a shown on the subsequent pages of this Schedule of Major Manufacturers and Suppliers. Bidder is advised that the award of this Contract will be based solely on the use of Base Bid equipment.

The following comments relate only to the second category of equipment, where the Contract Documents are based upon the equipment or products available from the suppliers denoted as A, B, C, etc. below. These equipment manufacturers, along with the sole source suppliers constitute the Base Bid.

Provision is made in the Contract Documents for alternate manufacturers and suppliers whose equipment or product may be deemed equivalent in quality (see General Conditions). However, the Bidder must indicate in his Bid which Base Bid supplier he intends to use for each item of equipment listed by circling one of the listed manufacturers/suppliers. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use if an alternate is rejected, he must use the supplier listed as "A". Also, if the Bidder circles more than one listed supplier, he must use the first supplier circled (unless an alternate is approved).

If the Bidder desires to propose one or more alternate manufacturers/suppliers, he may write in the name of such alternates in the spaces provided on the Alternate Manufactures/Suppliers page following the schedule. He must, nevertheless, also circle one of the listed manufacturers/suppliers because Bidders' Bid price must be based upon this Base Bid list. Wherever an alternate supplier is proposed, the Bidder must insert the amount to be deducted from the Contract Price (either lump sum or unit price) if the alternate supplier is eventually approved. If the proposed alternate supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled supplier.

For any alternate supplier accepted by the Owner, the Contract Price will be reduced by the deductive amount stated in the Bid. However, the Contract Price will not be adjusted for any alternate supplier rejected.

Each proposed alternate will be evaluated in accordance with the General Conditions.

The deductive amount specified for alternate manufacturers/suppliers will not be used in determining the successful Bidder. Alternates will be considered only after award of the contract.

The Contractor shall reimburse the Owner for any costs directly attributable to the change in suppliers, such as additional field trips for the Engineer, additional redesign costs, additional review and inspection costs, etc.

The Owner may request and the Bidder shall supply complete information on proposed alternates prior to the Notice of Award.

Attachment: Exhibit C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

SCHEDULE OF MAJOR MANUFACTURERS
AND SUPPLIERS

Category I - Major Equipment Items:

Attachment: Exhibit C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

ALTERNATE MANUFACTURERS/SUPPLIERS

EQUIPMENT ITEM MATERIAL	SPEC. SECTION	ALTERNATIVE MANUFACTURER / SUPPLIER (LIST ONE ONLY)	DEDUCTIBLE AMOUNT (indicate whether lump sum or unit price) ALTERNATE
1. RAINBIRD COMP. IRRIGATION	PLAN SHEETS 2 AND 3	HUNTER IRRIGATION COMPONENTS	
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

03/26/25

Name (signature) Date

TJ McNitt

Name (typed and printed)

President

Title

Attachment: Exhibit C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

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. NONE Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____

Addendum No. _____ Dated:
Addendum No. _____ Dated:
Addendum No. _____ Dated:

Attached hereto is a cashier's check on the _____ Bank of

_____ or Bid Bond for the sum of

5% Dollars (_____),

made payable to City of Holly Hill (Owner).

Verdego
(Name of Bidder) (Affix Seal)

_____
(Signature of Officer)

President
(Title of Officer)

Verdego
Name of Bidder

3335 North State Street
Address

Bunnell, Florida 32110
City/State/Zip

386-437-3122
Telephone

CGC1506752
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

_____

TJ McNitt

_____

_____

END OF SECTION

Attachment: Exhibit C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

SECTION 00 31 00
SCHEDULE OF UNIT PRICES

CITY OF HOLLY HILL
SUNRISE PARK IMPROVEMENTS – LANDSCAPE AND IRRIGATION
BID NO. 22-BG-12

ITEM NO.	*DESCRIPTION*	*QTY*	*UNIT*	*UNIT COST*	*TOTAL*
1	Preconstruction Video	1	LS	$2,200.00	$2,200.00
2	Landscaping	1	LS	$156,304.00	$156,304.00
3	Complete Irrigation System	1	LS	$63,201.69	$63,201.69
4	Electrical	1	LS	$4,500.00	$4,500.00
5	Permits and Allowances Up To Limit With Documenation	1	LS	$5,000.00	$5,000.00
6	As-Built Plans	1	LS	$2,850.00	$2,850.00
				BID TOTAL	$234,055.69

Submitted by: TJ McNitt
Contractor: Verdego
Address: 3335 North State Street, Bunnell, Florida 32110
Telephone: 386-434-3122 Fax: _____
State of Florida Irrigation Contractor License (Required Information)
Licensee: TJ McNitt License No: CFC1430693

Attachment: Exhibit C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

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. Verdego

B. Permanent main office address. 3335 North State Street, Bunnell, Florida 32110

C. When organized. 2004

D. If a corporation, where incorporated. N/A

E. How many years have you been engaged in the contracting business under your present firm or trade name? 21

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. Landscape, Irrigation, Maintenance, Design, Pavers

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why? No

H.(2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. None

I. Have you ever defaulted on a contract? If so, where and why? No

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. 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: $ 60 million

O. Give bank reference: Wells Fargo

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

Attachment: Exhibit C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

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. Yes

Dated at _____ this 26th day of March, 2025.

Verdego
Name of Bidder

By: President
Title

State of Florida

County of Flagler

TJ McNitt being duly sworn deposes and says that

he is the President of Verdego and that

the answers to the Verdego foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this 26th day of March, 2025.

Notary Public

Jennifer L. Laura
Notary Public (Print or Type)

JENNIFER LAURA
MY COMMISSION # HH 476678
EXPIRES: January 7, 2028

My commission expires: 1/7/2028

Attachment: Exhibit C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

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
Pump and Well	A1 Pump and Well	1) Jason Blackwelder 2) 3)
Sod	Tator Farms	1) Manny Sanchez 2) 3)
Electrial	Breakers	1) John Gambone 2) 3)
		1) 2) 3)

END OF SECTION

Attachment: Exhibit C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

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	Daytona Beach Esplanade Park	City of Daytona Beach, Fl.	City Park Renovation, $2,155,280.00	John Whittenburg	12/2023 - 06/2024
2	Ames Park	City of Ormond Beach, Fl.	Ames Park, $25,778.00	Cara Culliver	04/2019 - 05/2019
3	Cassen Park	City of Ormond Beach, Fl.	Cassen Park, $32,760.05	Cara Culliver	05/2019 - 06/2019

END OF SECTION

Attachment: Exhibit C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

SECTION 00 41 00
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Verdego, LLC as Principal and Great Midwest Insurance Company of the City of Houston State of Texas, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the City of Holly Hill hereinafter called the Owner, in the sum of Five Percent of the Amount Bid--- Dollars ($---5%---) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

SUNRISE PARK IMPROVEMENTS – LANDSCAPE AND IRRIGATION

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Attachment: Exhibit C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 20th day of March, 2025 the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

_____ (Seal)

_____ _____ (Seal)

_____ _____ (Seal)
Individual or Partner

Witness

3335 North State Street
Bunnell, FL 32110
Address

Verdego, LLC
Corporate Principal

ATTEST:

_____
President AFFIX
CORPORATE SEAL

800 Gessner Road, Suite 600
Houston, TX 77024
Address

By _____
AFFIX
CORPORATE SEAL

Great Midwest Insurance Company
Corporate Surety

ATTEST:

Tyler D DeBord, Attorney-in-Fact
Title

END OF SECTION

Attachment: Exhibit C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:
Tyler D. DeBord, Stephen P. Farmer, Pamela J. Thompson

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars ($25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY

BY _____
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2026
Notary ID 131090488

BY _____
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 20th Day of March, 2025.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY _____
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Attachment: Exhibit C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

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. 22-BG-12 for Sunrise Park Improvements.

This sworn statement is submitted by Verdego whose business address is 3335 North State Street, Bunnell, Florida 32110 and (if applicable) its Federal Employer Identification Number (FEIN) is 27-4398666. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is TJ McNitt any my relationship to the entity named above is President.

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contenders.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a),** Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a

Attachment: Exhibit C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

__X__ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

Attachment: Exhibit C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

(Signature) _____ Date: 03/26/25

State of Florida County of Flagler

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 26th day of March, 2025.

JENNIFER LAURA
MY COMMISSION # HH 476678
EXPIRES: January 7, 2028

_____
Notary Public

My Commission Expires: 1/7/2028

Attachment: Exhibit C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

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: Verdego

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: President

ADDRESS: 3335 North State Street

CITY AND STATE: Bunnell, Florida 32110

TELEPHONE: 386-437-3122

COMPLETION TIME: 180 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 C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

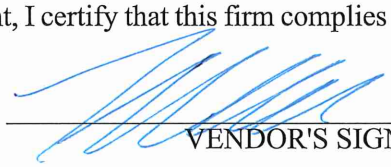
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfaction participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



VENDOR'S SIGNATURE

END OF SECTION

Attachment: Exhibit C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 22-BG-12

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: Verdego

Authorized representative (printed): TJ McNitt

Authorized representative (signature): _____

Date: 03/26/25

END OF SECTION

Attachment: Exhibit C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

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.)

VerdeGo, LLC

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 789

6 City, state, and ZIP code

Bunnell, FL 32110

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. 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 7 – 4 3 9 8 6 6 6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** Melissa Paley | **Date** 2/25/25

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 C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

SECTION 00 48 80

Affidavit of E-Verify Requirements Compliance

ITB 22-BG-12 SUNRISE PARK IMPROVEMENTS – LANDSCAPE AND IRRIGATION

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

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

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

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

Verdego, 3335 North State St. Bunnell, Fl. 32110
Consultant/Contractor Name and Address

Signature

TJ McNitt, President

Name and Title

Attachment: Exhibit C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

SECTION 00 49 00
TRENCH SAFETY AFFIDAVIT

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description)	Cost
N/A	

_____
(Cost in Words)

TOTAL $ _____

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: Verdego

DATE: 03/26/25 BY: _____

(Additional sheets shall be attached, as needed and, items shall be organized to correspond with the bid format)

Attachment: Exhibit C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

Contracts on Hand - Verdego

DOLLAR AMOUNT OF WORK PERFORMED	CLASSES OF WORK	Anticipated Date of Completion	WHERE LOCATED CITY - COUNTY	NAME OF PROJECT
196,000.00	Landscape & Irrigation	Nov-25	Daytona Beach	Advent Health Daytona Beach Road Extention
466,801.00	Landscape & Irrigation	Apr-25	St. Augustine	Bass Pro Shop
426,260.00	Landscape & Irrigation	Apr-25	Deland	Deland Commons
129,575.80	Landscape & Irrigation	Jul-25	Deland	Deland FSER
733,000.00	Landscape & Irrigation	Apr-25	St. Augustine	Home Depot
303,419.17	Landscape & Irrigation	Mar-25	St. Augustine	Lowes
212,546.00	Landscape & Irrigation	Nov-25	Port Orange	Promenade at Town Center
183,860.00	Landscape & Irrigation	Dec-25	Ormond Beach	Residence Inn
1,302,427.32	Landscape & Irrigation	Dec-25	Palm Coast	The Haven @ Palm Coast
512,586.18	Landscape & Irrigation	Nov-25	Osten	Vineland Reserve Phase 1

Completed Contracts - More Important- Verdego

DOLLAR AMOUNT OF WORK PERFORMED	CLASSES OF WORK	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY	NAME OF PROJECT
261,083.00	Landscape & Irrigation	May-24	St. Augustine	Baptist Health
226,506.86	Landscape & Irrigation	Feb-24	Palm Coast	Broward Palm Coast Storage
818,129.00	Landscape & Irrigation	Sep-24	Deland	Clyde Morris Landing Phase 5
2,155,280.00	Landscape & Irrigation	Nov-23	Daytona Beach	Daytona Beach Riverfront Park
945,989.75	Landscape & Irrigation	Feb-24	Daytona Beach	Daytona Beach VA
364,258.04	Landscape & Irrigation	Apr-24	Ormond Beach	Plantation Bay Clubhouse
1,332,562.50	Landscape & Irrigation	Feb-21	Port Orange	Port Orange Medians
718,673.00	Landscape & Irrigation	Jan-24	Ponte Vedra	PVIC Entrance Circle Renovations

Ryan Seifert

Professional Experience Summary

Ryan Seifert is responsible for overseeing all of the current and upcoming non-residential landscape construction projects. He coordinates operations, which includes personnel, equipment, safety regulations, plant material, irrigation material, and other resources. He utilizes his experience and knowledge for each project to maintain the best quality and service. He brings 13 years of experience in the landscape industry.

Professional Experience

Verdego Landscape — Bunnell & St. Augustine, FL

July 2017 - Present — Project Manager - Construction

- Responsible for landscape operations and personnel.
- Works with all plans, blueprints and specifications for each project and has knowledge of the budget and timeframe.
- Hires and coordinates construction and management crews.
- Balances the workload and materials for each project.
- Maintains up to date roster of all personnel and job activities.
- Identifies equipment and resources needed for each project.
- Assures that preventive maintenance is performed on all equipment.
- Conducts regular inspections of in progress projects.

Austin Outdoor, LLC / Yellowstone Landscape, LLC — Palm Coast, FL

2015-July 2017 — Project Manager - Construction

- Responsible for landscape operations and personnel.
- Works with all plans, blueprints and specifications for each project and has knowledge of the budget and timeframe.
- Hires and coordinates construction and management crews.
- Balances the workload and materials for each project.
- Maintains up to date roster of all personnel and job activities.
- Identifies equipment and resources needed for each project.
- Assures that preventive maintenance is performed on all equipment.
- Conducts regular inspections of in progress projects.

2007- 2015 — Irrigation Manager - Construction

- Responsible for needed tools and materials for projects, including its inventory
- Ensured peak efficiency of each project.
- Responsible for setting parameters on the use of materials and services within the approved financial budgets of the irrigation projects.
- In charge of evaluation and planning of a competent irrigation system for a particular site or company

Attachment: Exhibit C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

2006-2007	Irrigation Field Supervisor - Construction
2004-2006	Irrigation Technician

Certifications

- Certified Landscape Irrigation Auditor & Contractor
- Advanced TTC/MOT Certification (49633)

Attachment: Exhibit C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

Bruno Perez

Professional Experience Summary

Bruno Perez is responsible for overseeing all of the landscape maintenance division at VerdeGo. He coordinates maintenance operations, which includes personnel, equipment, safety regulations, plant material and other resources. He works with each project to maintain the best quality and service. He brings 23 years of experience in the landscape industry.

Professional Experience

May 2015-Present Verdego Landscape Bunnell & St. Augustine, FL

Feb 2018-Present Director of Maintenance

- Responsible for Company landscape Maintenance operations and personnel.
- Oversees Account Managers and management of maintenance clients
- Coordinates purchasing of vehicles and equipment
- Leads development of personnel through work and safety training

May 2015-Feb 2018 Project Manager - Construction

- Responsible for landscape operations and personnel.
- Works with all plans, blueprints and specifications for each project and has knowledge of the budget and timeframe.
- Hires and coordinates construction and management crews.
- Balances the workload and materials for each project.
- Maintains up to date roster of all personnel and job activities.
- Identifies equipment and resources needed for each project.
- Assures that preventive maintenance is performed on all equipment.
- Conducts regular inspections of in progress projects.

2004- May 2015 Austin Outdoor, LLC Palm Coast, FL

2007- May 2015 Senior Account Manager Daytona Beach Branch

- Arranged, schedules and directed daily delivery of services.
- Ensured peak efficiency of each project.
- Ensured delivery of high quality projects and services to clients.
- Established long term relationships with clients.
- Continually updated clients on project status.
- Identified opportunities to enhance client properties.
- Responsible for daily direction and over sites of field crews.
- Conducted periodic property inspections.
- Conducted field safety training and encouraged safety procedures.
- Conducted on going to operation training to assure professional performance.

2004-2007 Project Manager - Construction

Attachment: Exhibit C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

- Was responsible for arranging, scheduling and directing daily delivery of irrigation and landscape installation services in accordance with contractual design for each project.
- Assured peak efficiency and delivery of high quality products and services.
- Was knowledgeable of plans, blueprints and specifications for each project.
- Maintained regular communications with clients.
- Oversaw the daily direction of each project and performed site inspections.
- Provided field training to employees.

1996-2004 Martin & Son Landscaping Palm Coast, FL

Supervisor

- Directed co-workers
- Planned weekly schedules
- Provided status reports to owner.
- Handled customer request and resolved any customer complaints.
- Maintained equipment and supplies.

Certifications

- FNGLA Certified Horticulture Professional
- University of Florida Best Management Practices Certification
- Commercial Fertilizer Applicator
- OHSA 10 Hour Construction Industry Out Reach Course

Attachment: Exhibit C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

Terry M. McNitt, Jr.

Professional Profile:

Over 20 years in the landscape and construction industries and business owner. Expertise in areas ranging from business administration, project management, sales, training and recruiting. Key Accomplishments:

- Entrepreneur who started two real estate businesses from start up to a large portfolio of rentals, or resales. Through creative purchasing deals to marketing on the sale of properties.
- Purchased Landscape business in 2008 and have doubled revenues and profits through streamlining processes and procedures and bringing on different lines of business.
- Possess the ability to multi task through different businesses on a daily basis and effectively communicate direction of businesses to employees.
- Effectively market services through relationships and build new relationships to gain business. Skilled in presentation and negotiation of contracts. Offer excellent customer relations skills.

Professional Experience

2007-Present **Verdego Landscape LLC** **Bunnell, FL.**

Owner

A business serving the areas premier home builders in the landscape design and installation business. Verdego has two premier retail locations and offers retail to the communities we are in. Also serves as one of the areas leading commercial landscape businesses working on some of the larger projects in our region. Our firm also maintains commercial landscape services to selected clients throughout Flagler and Volusia Counties.

- Design/Build Business for home builders including landscape design, irrigation design, hardscape design, and lighting designs by working directly with customers and coordinating through building contractor
- Bid and won Construction projects ranging from $50,000 to $600,000 through general contractors. Responsible for all landscape/irrigation on these projects.
- Acted as Project Manager on some of the large commercial projects.
- Did take off from plans and put together a comprehensive bid proposal and presentation. Met with contractors and owners to negotiate and finalize contracts.

2012-Present **ALT Homes LLC.** **Flagler Beach, FL.**

Owner/Founder

Attachment: Exhibit C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

A business that specializes in negotiating purchases of residential and commercial properties from banks, other lending institutions and private individuals.

- After negotiating purchases our business creates budgets and rehabs these properties and markets them for sale. Responsible for creating, managing and completing rehabilitation projects.
- Streamlines processes in the rehabilitation cycle to assure a fast turn time so we can market the properties for sale.
- Up to 30 homes/commercial projects in portfolio at any given time.

2013-Present **Flagler County Holdings LLC. Flagler Beach FL.**

Co- Owner/Founder

A business that rents residential and commercial properties for positive cash flow. Also an investment firm for residential and commercial land.

- A portfolio of 15 residential rental properties and 1 commercial rental property.
- Over 25 properties in our land holdings portion

2001- 2007 **Austin Outdoor, LLC** **Palm Coast, FL**

Business Development Manager – Project Manager

- Responsible for all business development in the Flagler and Volusia county locations. Once the projects were sold I met with the superintendent that would be in charge of projects and discussed where all of the material was being purchased and time line of projects.
- Directed all coordination of projects with superintendent and assisted purchasing agent in finding the best deals available for specified material
- Developed maintenance agreements for the commercial construction projects that I sold and tried to get them to sign up for a maintenance agreement.

Education

- The Florida State University 1997-2001

Certifications-Licenses

- General Contractors License CGC- 1506752
- Plumbing License- Passed state exam in process of getting license

Memberships

- National Home Builders Association
- Florida Home Builders Association
- FNGLA
- Best Maintenance Practices- Florida

Attachment: Exhibit C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

Availability Of Equipment

Listing of Vehicles and Equipment

Type	ID #	Description	Year	Make	Model	
Vehicles						
	2016	Ford F350 4x4	2005	Ford		F350
	2020	Chevy C4500	2006	Chevrolet	4500	
	2023	Chevy C4500	2006	Chevrolet	4500	
	2025	Ford F150	2011	Ford		F150
	2028	Ford Super Duty F-250	2014	Ford		F250
	2029	Ford F250	2015	Ford		F250
	2024	Chevy C4500	2006	Chevrolet	4500	
	2022	Chevy C4500	2006	Chevrolet	4500	
	2027	Ford F150	2012	Ford		F150
	2026	Ford F150	2013	Ford		F150
	2030	Ford F550	2014	Ford		F550
	2032	Ford F150	2014	Ford		F150
	2033	Ford F250	2015	Ford		F250
	2038	Ford F250	2016	Ford		F250
	Andres	Ford F150	2016	Ford		F150
	2036	Ford	2015	Ford		
	Glenn	Transit	2015	Ford		
	John S	Transit	2016	Ford		
	Beau	Ford F150	2017	Ford	F150	
	Maint.	Ford F250	2017	Ford	F250	
	Irrig.	Transit	2016	Ford		

Attachment: Exhibit C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

Availability Of Equipment, (Continued)

VERDEGO
experience landscaping

Trailers

T107	Utility Trailer - 6 ton	2005	Anderson	Trailer
T103	Trailer - 5 ton	2007	Anderson	Trailer
T106	Trailer - Low Bed	2013	Anderson	Trailer
T105	Trailer	2013	Anderson	Trailer
T***	Trailer	2012	Anderson	Trailer
T104	Big Tex Trailer	2015	Big Tex	Trailer
T100	Prestige Commodore	2016		Traler
Maint.	Big Tex Trailer		Big Tex	Trailer
	Water Trailer		Wylie	Water Trailer
	Anvil Trailer			

Heavy Equipment

CMB00841	Skidloader, 242		CAT	Skid Steer
CMB00844	Skidloader, 242		CAT	Skid Steer
CMB00845	Skidloader, 242		CAT	Skid Steer
SLK9339	Skidloader, 257B2		CAT	Skid Steer
Josh	Skidloader, 262D		CAT	Skid Steer
	Multi-Terrain Loader 257D		CAT	Loader
SAGC	Hydraulic Excavator 303ECR		CAT	Excavator
	Gas Track Mini Skid	2012		Mini Skid
	CAT 262D	2016	CAT	Skid Steer

Attachment: Exhibit C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

Availability Of Equipment, (Continued)

Misc. Equipment

100439	13" Ground Saw Trencher	2014	EZ Trench	EZ9100
11519	Trencher	2007	Honda	
	Trencher		Dingo	
	Trencher	2017	Dingo	TRX36
25141	Blower	2016	Cyclone	KB4
Misc.	(9) Blowers			
	(2)Blowers, 150BT		Husquvarna	150BT
Misc.	(9) Line Trimmers			
Misc.	(9) Edgers			
Misc.	(6) Hedge Trimmers			
4562	Sod Cutter	2007	Classen	
3865	Sod Cutter	2007	Classen	
	Sod Cutter	2017	Billy Goat	SC181H
	Pressure Washer, 4000 PSI	2016		
	(4) Lazer Mower, 60"	2016	Exmark	
	(2) Tracer Mower, 52"	2016	Exmark	
	Mower, 30"		Exmark	
	Lazer Mower, 72" Series S	2017	Exmark	
	Mower, 21"		Exmark	
	Golf Cart	2016	EZGO	
	EZGo Terrain 1000	2016	EZGO	
	EZGO Terrain 250	2016	EZGO	
	Cut-off Saw		Stihl	
	Plate Tamper		Dyanpac	
	Backhoe - 214E		JCB	214E

Attachment: Exhibit C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 16,2024

VERDEGO LANDSCAPE LLC
PO BOX 789
BUNNELL, FLORIDA 32110

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
LANDSCAPING

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 C - Verdego Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

SUNRISE PARK IMPROVEMENTS – LANDSCAPE AND IRRIGATION

BID NO. 22-BG-12

(To be completed in Duplicate)

Bidder's Name: RJ Landscape Contractors, Inc.

Submitted: March 26, 20 25

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

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill , (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

Attachment: Exhibit D - RJ Landscape Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of

SUNRISE PARK IMPROVEMENTS – LANDSCAPE AND IRRIGATION

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

Two Hundred Eighty-Seven Thousand One Hundred Dollars

(In Words)

Dollars $ 287,100.00 (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be substantially completed within **150 days** and final completion within **30 days** of substantial completion.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **$1,000 (One Thousand Dollars)** per day shall be deducted from monies due the

Attachment: Exhibit D - RJ Landscape Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

Schedule of Unit Prices: Section 00 31 00
Statement of Bidder's Qualifications: Section 00 32 00
Listing of Subcontractors: Section 00 33 00
Listing of Previous Experience: Section 00 33 10
Bid Bond: Section 00 41 00
Public Entity Crimes Statement: Section 00 47 00
Anti-Collusion Statement: Section 00 48 00
Drug Free/Tie Preference Statement: Section 00 48 50
Compliance with the Public Records Law: Section 00 48 60
W9 Request for Taxpayer Identification Number and Certification: Section 00 48 70
Affidavit of E-Verify Requirements Compliance: Section 00 48 80
Trench Safety Affidavit: Section 00 49 00
Certificate as to Corporate Principal: Section 00 62 00
City of Holly Hill Insurance Requirements: Section 00 80 00A

REQUIRED DISCLOSURE

At its sole discretion, the City of Holly Hill, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

The equipment manufacturers/suppliers on this project shall be as delineated in the following schedule. Bidders should note that the Owner and Engineer have made rigorous investigations of equipment performance and features, and as a result, Bidders are to note that the contract price for this project shall be based on Base Bid equipment. The Base Bid equipment for this project falls under one of two categories. The first category is equipment that the Owner and Engineer have determined will be supplied by a sole source of supply, for which no substitutions or alternates will be entertained or allowed. Bidder is advised that offering of any alternatives to the sole source supplied equipment will be grounds for rejection of his bid as not responsive. The second category of equipment includes those items where the Owner and Engineer deem there to be more than one

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acceptable supplier of the particular item listed. The equipment which falls under these two categories is a shown on the subsequent pages of this Schedule of Major Manufacturers and Suppliers. Bidder is advised that the award of this Contract will be based solely on the use of Base Bid equipment.

The following comments relate only to the second category of equipment, where the Contract Documents are based upon the equipment or products available from the suppliers denoted as A, B, C, etc. below. These equipment manufacturers, along with the sole source suppliers constitute the Base Bid.

Provision is made in the Contract Documents for alternate manufacturers and suppliers whose equipment or product may be deemed equivalent in quality (see General Conditions). However, the Bidder must indicate in his Bid which Base Bid supplier he intends to use for each item of equipment listed by circling one of the listed manufacturers/suppliers. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use if an alternate is rejected, he must use the supplier listed as "A". Also, if the Bidder circles more than one listed supplier, he must use the first supplier circled (unless an alternate is approved).

If the Bidder desires to propose one or more alternate manufacturers/suppliers, he may write in the name of such alternates in the spaces provided on the Alternate Manufactures/Suppliers page following the schedule. He must, nevertheless, also circle one of the listed manufacturers/suppliers because Bidders' Bid price must be based upon this Base Bid list. Wherever an alternate supplier is proposed, the Bidder must insert the amount to be deducted from the Contract Price (either lump sum or unit price) if the alternate supplier is eventually approved. If the proposed alternate supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled supplier.

For any alternate supplier accepted by the Owner, the Contract Price will be reduced by the deductive amount stated in the Bid. However, the Contract Price will not be adjusted for any alternate supplier rejected.

Each proposed alternate will be evaluated in accordance with the General Conditions.

The deductive amount specified for alternate manufacturers/suppliers will not be used in determining the successful Bidder. Alternates will be considered only after award of the contract.

The Contractor shall reimburse the Owner for any costs directly attributable to the change in suppliers, such as additional field trips for the Engineer, additional redesign costs, additional review and inspection costs, etc.

The Owner may request and the Bidder shall supply complete information on proposed alternates prior to the Notice of Award.

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SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

Category I - Major Equipment Items:

Site One - PVC and Irrigation Materials

Tree Planters - Sabal Palms

Laurelwood Nursery - Trees & Shrubs

Willaway - Sod

Attachment: Exhibit D - RJ Landscape Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

ALTERNATE MANUFACTURERS/SUPPLIERS

EQUIPMENT ITEM MATERIAL	SPEC. SECTION	ALTERNATIVE MANUFACTURER / SUPPLIER (LIST ONE ONLY)	DEDUCTIBLE AMOUNT (indicate whether lump sum or unit price) ALTERNATE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

03/26/2025

Name (signature) Date

Randy Squires

Name (typed and printed)

President

Title

Attachment: Exhibit D - RJ Landscape Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

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 Two Hundred Eighty-Seven Thousand One Hundred Dollars Dollars ($287,100.00), made payable to City of Holly Hill (Owner).

RJ Landscape Contractors, Inc.
(Name of Bidder) (Affix Seal)

(Signature of Officer)

President
(Title of Officer)

RJ Landscape Contractors, Inc.
Name of Bidder

1766 Taylor Road
Address

Port Orange, FL 32128
City/State/Zip

386-767-3008
Telephone

SCC131153349
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 D - RJ Landscape Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

SECTION 00 31 00
SCHEDULE OF UNIT PRICES

CITY OF HOLLY HILL
SUNRISE PARK IMPROVEMENTS – LANDSCAPE AND IRRIGATION
BID NO. 22-BG-12

ITEM NO.	*DESCRIPTION*	*QTY*	*UNIT*	*UNIT COST*	*TOTAL*
1	Preconstruction Video	1	LS	$2,500.00	$2,500.00
2	Landscaping	1	LS	$223,000.00	$223,000.00
3	Complete Irrigation System	1	LS	$53,600.00	$53,600.00
4	Electrical	1	LS	$1,500.00	$1,500.00
5	Permits and Allowances Up To Limit With Documenation	1	LS	$5,000.00	$5,000.00
6	As-Built Plans	1	LS	$1,500.00	$1,500.00
				BID TOTAL	$287,100.00

Submitted by: Liz Lievano
Contractor: RJ Landscape Contractors, Inc.
Address: 1766 Taylor Road, Port Orange, FL 32128
Telephone: 386-767-3008 Fax: 386-253-9314
State of Florida Irrigation Contractor License (Required Information)
Licensee: Randy Squires License No: SCC131153349

Attachment: Exhibit D - RJ Landscape Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

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. RJ Landscape Contractors, Inc.

B. Permanent main office address. 1766 Taylor Road, Port Orange, FL 32128

C. When organized. 1980

D. If a corporation, where incorporated. Florida

E. How many years have you been engaged in the contracting business under your present firm or trade name? 45

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. Dependable, responsible, on time and exceeds expectations.

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why? No

H.(2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. None

I. Have you ever defaulted on a contract? If so, where and why? No

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See attached

K. List your major equipment 7 articulated loaders, 3 mini excavators, 5 trenchers and dump trailer

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: $ 100,000.00

O. Give bank reference: Truist

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

Attachment: Exhibit D - RJ Landscape Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

Contracts on Hand - 2025

Project - 2025	DATE	VALUE	CONTRACTOR
T5801 SR 100 - PC	Apr-25	$ 125,900.00	Halifax Paving
Tiki Supreme	Apr-25	$ 104,828.50	CCI
Ridgehaven	Apr-25	$ 260,000.00	Meritage Homes
Gaffney Residence	Apr-25	$ 37,545.00	M.L. Underwood Contruction
Othmer Residence	Apr-25	$ 24,657.00	New Smyrna Beach Construction
Complete Cardiology	Apr-25	$ 22,800.00	M.L. Underwood Contruction
SMA Healthcare	Apr-25	$ 89,430.00	A.M. Weigel Construction, Inc.
Vidya Herbs	Apr-25	$ 26,675.00	CCI
IHOP - Ormond Beach	Apr-25	$ 84,135.00	Encotech Services, LLC
Stor-It Deland	Apr-25	$ 124,500.00	Full Time Construction
Plantation Oaks Ph. 2C & 2D	May-25	$ 72,500.00	POOB II, LLC
FHC - Tymber Creek Village	Jun-25	$ 102,620.00	SLH Construction
Sud Shop Car Wash	Jun-25	$ 59,000.00	Bay to Bay Properties
DB Area Assoc. of Realtors, Inc.	Jun-25	$ 13,000.00	Bomar Construction
Oak Breeze Plaza	Jun-25	$ 98,700.00	Vision General Contractors
Shoppes at Summer Trees	Jul-25	$ 265,523.15	Halifax Paving
Crystal Lake	Jul-25	$ 227,830.00	Cowart & Associates Construction
Parque Bldg 4 & 5	Jul-25	$ 11,275.00	CCI
Sprouts	Aug-25	$ 142,350.00	Hawkins Construction, Inc.
7-Eleven	Sep-25	$ 103,220.00	Bay to Bay Properties
Titusville Commons	Sep-25	$ 111,960.00	Tanderen Company
Flagler Village Amenity	Sep-25	$ 92,615.00	JK2
T5792 SR (US 17) Roundabout	Nov-25	$ 284,860.00	P&S Paving, Inc.
Exhalt	TBD	$ 179,840.00	Freese Johnson, LLC
Sunbros- Ormond Beach	TBD	$ 25,385.00	Sunbros
Carroll Cadillac	TBD	$ 48,450.00	Full Time Construction
	Total:	**$2,739,598.65**	

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Completed Contracts

Project Name	Contract Amt	Year Completed	Address	GC Name	Contact Name	Phone Number
La Quinta Inn	$61,975.00	2007	Port Orange, FL	CCI	Jeff Peterson	386-238-1570
Five Guys Burgers & Fries	$22,300.00	2010	Daytona Beach, FL	S.A.Casey Construction	Jerry Boehm	407-240-6775
Bojangles	$16,990.00	2011	Sanford, FL	Scott Lawn & Landscape	Scott Miciotto	407-923-4618
SR 22 at Canal Gateway	$154,628.00	2012	South Daytona, FL	Thad Con	Trey Sizemore	386-253-3963
SR 44 at I 95 Gateway	$448,398.00	2012	New Smyrna Beach, FL	Thad Con	Trey Sizemore	386-253-3963
US 1 South Daytona Streetscape	$955,100.00	2012	South Daytona, FL	Thad Con	Trey Sizemore	386-253-3963
Downtown Median Streetscape	$259,335.00	2013	Ormond Beach, FL	City of Ormond Beach	Cara Culliver	386-676-3296
Olive Garden	$30,118.50	2013	Daytona Beach, FL	Haley Construction	Stacy McKitchie	386-566-7437
US Hwy 1 Medians	$241,336.00	2013	Edgewater, FL	City of Edgewater	Brenda DeWeed	386-424-2400
FM431993-1-5801 and FM431205-1-5801	$162,000.00	2014	Port Orange, FL	City of Port Orange	COPO	386-506-5595
Granada Median Landscaping West of I-95	$643,410.00	2014	Ormond Beach, FL	City of Ormond Beach	Cara Culliver	386-676-3296
US 1 SR 4 Ridgewood Avenue Phase II	$955,100.00	2014	Daytona Beach, FL	City of Daytona Beach	Brenda Deweed	386-424-2400
Atlantic Marine	$79,700.00	2015	Port Orange, FL	BETNR Construction	Heather Garvey	386-677-6462
Daytona International Speedway	$1,300,000.00	2015	Daytona Beach, FL	Barton Malow	Linda	407-473-7163
SR 40 from Orchard St to A1A	$869,200.00	2015	Ormond Beach, FL	City of Ormond Beach	Cara Culliver	386-676-3296
SR 400 to Beville Road Median	$325,000.00	2015	Daytona Beach, FL	City of Daytona Beach	James Hanis	386-671-8632
SR 600 - US 92 Pedestrian Improvements	$1,222,483.00	2015	Daytona Beach, FL	P&S Paving	Brian Davidson	386-258-7911
Daytona International Speedway Grandstand	$1,389,708.00	2016	Daytona Beach, FL	Barton Malow	Tyler Donnell	248-452-1162
North Causeway Beautification FPN436152-1	$609,240.00	2016	New Smyrna Beach, FL	P&S Paving	Joe Murray	386-258-7911
North US 1 Landscape Improvements Bid No. '15-'16	$897,450.00	2016	Ormond Beach, FL	City of Ormond Beach	Cara Culliver	386-676-3296
North US 1 Project	$899,000.00	2016	Ormond Beach, FL	City of Ormond Beach	Paul MacDonald	386-846-7257
Tanger Outlet Mall Daytona Beach	$993,000.00	2016	Daytona Beach, FL	Choate Construction	David Priester	704-602-7247
City of Edgewater Streetscape	$800,000.00	2017	Edgewater, FL	City of Edgewater	Brenda DeWeed	386-424-2400
City of South Daytona Project	$500,000.00	2017	South Daytona, FL	City of South Daytona	Greg Bartholomew	386-322-3070
Daytona Beach One Daytona	$1,800,000.00	2017	Daytona Beach, FL	P&S Paving	Joe Murray	386-258-7911
Atlantic Marine	$97,970.00	2017	Port Orange, FL	BETNR Construction	Heather Garvey	386-677-6462
Eagle Landing Ph 1-3 Daytona Beach	$491,685.50	2018	Daytona Beach, FL	Bomar	Jeff Norder	386-677-8774
North US 1 Landscape Ormond Beach	$497,965.00	2018	Ormond Beach, FL	City of Ormond Beach	Cara Culliver	386-676-3288
Plantation Oaks	$573,187.00	2018	Ormond Beach, FL	Parker Mynchenberg	Ronnie Bledsoe	386-677-2114
Tomoka Town Center	$850,000.00	2018	Daytona Beach, FL	J. Raymond Construction	Dan Cramer	407-862-6966
US 1 Median Landscaping Holly Hill	$1,184,875.00	2018	Holly Hill, FL	Mead & Hunt	David King	386-337-3273
Bellamy	$300,000.00	2019	Daytona Beach, FL	Montgomery Martin Con.	P.J. Pearson	901-374-9400
Champagne Residence	$30,325.00	2019	Port Orange, FL	Forever Homes	Jack Nunez	386-872-7363
Coastal Woods Subdivision	$150,000.00	2019	New Smyrna Beach, FL	Geosam	Mac Hagan	386-428-8448
Seagrass Village	$114,985.00	2019	Daytona Beach, FL	Sage Development	David Patel	850-596-0565
Superwash LPGA	$177,970.00	2019	Daytona Beach, FL	Elfrink Construction	Chris Wilson	407-365-8538
FHC - Orange City	$69,065.00	2019	Orange City, FL	M.L. Underwood	Mike Underwood	386-672-1793
Liberty Village	$73,910.00	2019	New Smyrna Beach, FL	Liberty Village Development	David Evans	386-295-2125
500 East Apts	$520,000.00	2020	Daytona Beach, FL	City of Daytona Beach	Tim Mahan	904-268-5515
Beach Street Streetscape	$200,000.00	2020	Daytona Beach, FL	P&S Paving	Brian Davidson	386-258-7911
Granada Blvd Median Landscape Improvements	$839,700.00	2020	Ormond Beach, FL	City of Ormond Beach	Cara Culliver	386-676-3288
Madison Pointe	$510,000.00	2020	Daytona Beach, FL	Summit Contracting Group	Jeremiah Brown	904-268-5515
One Daytona and Midrise	$770,000.00	2020	Daytona Beach, FL	Prime Group	Edward Abbo	954-627-4717
One Daytona Garden Apts and Clubhouse	$590,458.00	2020	Daytona Beach, FL	Prime Group	Jeff Lee	954-624-4771
Springs at Port Orange	$750,000.00	2020	Port Orange, FL	Elkins Construction	Bruce Arnold	904-677-4610
Tomoka Town Center	$579,983.00	2020	Daytona Beach, FL	J. Raymond Construction	Dan Cramer	407-862-6966
Benton House Oviedo	$336,194.00	2021	Oviedo, FL	Batson Cook Construction	Joshue Neal	688-903-0480
Bertsch-Geiger Residence	$22,588.00	2021	Ponce Inlet, FL	Forever Homes	Jack Nunez	386-872-7263
Brown's Landing	$297,474.00	2021	Port Orange, FL	ICI	Dick Smith	386-236-4163
Buc-ee's	$745,183.00	2021	Daytona Beach, FL	J. Raymond Construction	Dan Cramer	407-862-6966
Coraci Building	$101,932.00	2021	Daytona Beach, FL	259 BFB LLC	Patrick Opalewski	386-295-9676
ERAU Campus Entry Signage	$76,565.00	2021	Daytona Beach, FL	Crunch Construction	Rick Lemis	386-274-1234
SR 430 Oakridge Boulevard	$250,000.00	2021	Daytona Beach, FL	P&S Paving	Joe Murray	386-258-7911
ERAU Campus Entry Signage	$56,775.00	2021	Daytona Beach, FL	Crunch Construction	Rick Lennis	386-274-1234
Benton House St. Cloud	$321,020.00	2022	St. Cloud, FL	Batson Cook Construction	Robert Trice	770-293-1154
Blake at LPGA	$312,185.00	2022	Daytona Beach, FL	EBM Group	Ike Jimenez	251-583-2350
Canopy at Hickory Creek	$279,225.00	2022	Titusville, FL	Hickory Creek Holdings	Michael Kirkland	727-487-3393
Eden at Crystal Lake	$640,000.00	2022	Port Orange, FL	Summit Contracting Group	Mark Prewitt	904-265-1508
ERAU Fitness Center	$149,964.00	2022	Daytona Beach, FL	Perry McCall Construction	Jason LeBlanc	904-437-7434
Experience Living at Port Orange	$220,675.00	2022	Port Orange, FL	Core Construction	Jonathan Sammons	941-201-9578

Glenview Parking Garage	$68,495.00	2022	Ormond Beach, FL	CCI	Jeff Peterson	386-238-1570
LPGA Reserve	$173,895.00	2022	Daytona Beach, FL	Lennar	Seth Yawn	407-973-7435
Storey Park Ph 1	$210,666.00	2022	Orlando, FL	Lennar	Mike McQuarrie	386-843-3266
Midway Professional Center Jamidar Medical Office	$26,275.00	2022	Ormond Beach, FL	M.L. Underwood	Mike Underwood	386-672-6651
Capstone	$45,100.00	2022	Ormond Beach, FL	Bomar Construction	Steve Sigala	386-677-8736
Simanton Residence	$67,161.00	2022	Port Orange, FL	Forever Homes	Jack Nunez	386-872-7363
Jesus Church Port Orange	$20,756.76	2022	Port Orange, FL	Jesus Church	Brittany Hitte	321-537-9953
Northwest Lineman College	$57,535.00	2022	Edgewater, FL	Northwest Lineman C.	Pierce Hutler	530-534-7363
Benton House - St. Cloud	$281,180.00	2022	St. Cloud, FL	Batson Cook Construction	Robert Trice	770-293-1154
Preserve at LPGA	$188,127.00	2022	Daytona Beach, FL	Lennar	Seth Yawn	407-973-7435
Grand Preserve	$152,967.00	2022	Daytona Beach, FL	Sunglow Construction	Lee Khazraee	386-676-7550
B. Braun - Daytona Beach	$74,473.00	2022	Daytona Beach, FL	P&S Paving	Jimmy Combs	386-258-7911
Canopy at Hickory Creek	$279,225.00	2022	Titusville, FL	Hickory Creek Holdings	Michael Kirkland	727-487-3393
Experience Living at Port Orange	$186,392.00	2022	Port Orange, FL	Core Construction	Jonathan Sammons	941-232-7553
Miller's Ale House	$46,480.00	2022	Daytona Beach, FL	J. Raymond Construction	Stephen Brogan	407-862-6966
GPR1	$64,310.00	2022	Ormond Beach, FL	CCI	Gary Roberts	386-238-1570
SR 430 Oakridge Boulevard	$179,287.00	2022	Daytona Beach, FL	City of Daytona Beach	David Waller	386-671-8681
Coraci Building	$102,022.00	2022	Daytona Beach, FL	259 BFB LLC	Patrick Opalewski	386-295-9676
New Port Lot 4 - Phase 1	$99,000.00	2023	Port Orange, FL	LaCour & Company	Christina Meyers	386-760-7737
Discount Tire - Titusville	$30,105.00	2023	Titusville, FL	Frontier Building	Scott Warden	786-220-9358
Boardwalk Parking Project	$21,908.00	2023	Daytona Beach, FL	GDAF Investments	Stephen Farley	386-316-9622
Country Apartments	$34,035.00	2023	Port Orange, FL	Commercial Constructions Inc.	Gary Roberts	386-238-1570
Duva Residence	$62,562.00	2023	Ormond Beach, FL	Per Owner	Dr. Charles Duva	
Lot 7 Tomoka Town Center	$90,253.00	2023	Daytona Beach, FL	J. Raymond Construction	Seth Winship	407-862-6966
O'Reillys - Mims	$56,171.00	2023	Mims, FL	Bradford Building	Justin Arrington	205-313-9293

1766 Taylor Road
Port Orange, FL 32128
386-527-5677
Email: randy.rjlc@yahoo.com

RANDY SQUIRES

OBJECTIVE

To build a company by securing high quality personnel with a high retention rate that are able to deliver the highest level of landscape and irrigation installation with respect to quality of materials and labor practices to the commercial landscape industry.

QUALIFICATIONS & EXPERIENCE

PRESIDENT, RJ LANSCAPE CONTRACTORS, INC.

1979– Present

- Licensed Landscape Contractor
- Licensed Irrigation Contractor
- 40 years of running a company in the Landscape and Irrigation Construction Industry
- 17 years working on D.O.T. projects in D.O.T. R.O.W.
- Familiarity with landscape design practices as it relates to state, county and city code requirements
- 40 years working with Landscape Architects to provide solutions to site issues and problems
- Extensive knowledge of sources and locations of landscape materials
- Extensive familiarity with state and federal requirements regarding labor and employee issues
- 40 years of experience with Landscape Architects to provide solutions to issues in the commercial landscape industry
- Have the required experience, capital, equipment and staff to safely complete work for the D.O.T. according to D.O.T. specifications

Attachment: Exhibit D - RJ Landscape Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

246 Woodstock Court
Ormond Beach, FL 321744
386-527-5678

STEVE HOLLOS

OBJECTIVE

To obtain a position in which I can utilize my skills and knowledge to maximum potential. Seeking a position that has long-term opportunity and growth. I have strong leadership, time management and communication skills along with excellent work ethics.

QUALIFICATIONS & EXPERIENCE

FOREMAN, RJ LANSCAPE CONTRACTORS, INC.

08/01/1986 - Present

- Extensive knowledge in reading and understanding plans with respect to landscape, irrigation and drainage.
- Twenty-Eight years of experience in landscape industry
- Thirty years as foreman with R.J.L.C.
- Twenty years of experience working on D.O.T. or Municipal projects within the D.O.T. R.O.W.
- Heavy Equipment operator
- Class "A" CDL Drivers License
- Able to run multiple crews on multiple sites as may be required
- Experience in safety and M.O.T. procedures
- Excellent safety record with no accidents of significance
- Skilled at working with and coordinating my own people along with our subcontractors, or with other subcontractors working on site

Attachment: Exhibit D - RJ Landscape Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

212 Indian Creek Road
Oak Hill, FL 32759
386-523-7005

BRUCE SMITH

OBJECTIVE

To obtain a responsible and challenging position with a progressive company where my work experience will have valuable application and utilization of my opportunity for advancement

QUALIFICATIONS & EXPERIENCE

SITE FOREMAN, RJ LANSCAPE CONTRACTORS, INC.

January, 1996 - Present

- Extensive knowledge in reading and understanding plans with respect to landscape, irrigation and drainage.
- Twenty -three years of experience in landscape industry
- Twenty-three years as foreman with R.J.L.C.
- Sixteen years of experience working on D.O.T. or Municipal projects within the D.O.T. R.O.W.
- Heavy Equipment operator
- Class "A" CDL Drivers License
- Able to supervise and coordinate multiple work crews on multiple projects
- M.O.T. Certified
- Crane Operator
- Ability to resolve on-site problems with solutions that keep projects moving swiftly and safely
- Able to coordinate with and schedule any subcontractors that may be required to work in our scope as well as other trade subcontractors
- Clean safety record with no accidents

Attachment: Exhibit D - RJ Landscape Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

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 Port Orange this 26th day of March, 2025.

RJ Landscape Contractors, Inc.
Name of Bidder

By: _____ President
Title

State of Florida

County of Volusia

Randy Squires being duly sworn deposes and says that

he is the President of RJ Landscape Contractors, Inc. and that

the answers to the RJ Landscape Contractors, Inc. foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this 26th day of March, 2025.

Elizabeth Lievano
Notary Public

Notary Public (Print or Type)

NOTARY PUBLIC STATE OF FLORIDA

ELIZABETH LIEVANO
Commission # HH 493783
Expires June 15, 2028

My commission expires: _____

Attachment: Exhibit D - RJ Landscape Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

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
Irrigation Wells	Osceola Plumbing Supply	1) IHOP - Ormond Beach 2) Culver - Ormond Beach 3) Eden Apts - Port Orange
Electrician	Lynch Electric and Design	1) Newport - Port Orange 2) Parque - Holly Hill 3) Shoppes at Summer Trees Port Orange
Site Work	J. D. Weber Construction Co.	1) Sanctuary at Daytona Beach, LLC 2) Pop Stroke- Daytona Bch 3) Buc-ee's Carwash - Daytona Beach
		1) 2) 3)

END OF SECTION

Attachment: Exhibit D - RJ Landscape Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

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	Project Tarpon	Amazon	Landscape & Irrigation	J. Gay 321-200-7226	2023-2025
2	Sanctuary at Daytona Beach, LLC	Emerson	Landscape & Irrigation	J. Brown 904-923-8142	2024
3	The Orthopedic Clinic	Dr. Gillespy	Landscape & Irrigation	Z. Kiesel 714-362-7857	2024

END OF SECTION

Attachment: Exhibit D - RJ Landscape Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE **RJ Landscape Contractors, Inc.**
1766 Taylor Road, Port Orange Fl 32128

as Principal, hereinafter called the Principal, and **Westfield Insurance Company**
P. O. Box 5001, Westfield Center, OH 44251

a corporation duly organized under the laws of the State of **OHIO**

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Holly Hill**
1065 Ridgewood Avenue, Holly Hill, Florida 32117

as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT (5%) OF PROPOSED BID**

Dollars ($ **---5%---**),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **SUNRISE PARK IMPROVEMENTS – LANDSCAPE AND IRRIGATION BID NO. 22-BG-12**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this **26th** day of **March**, **2025**

Paul MacDonald
(Witness)

RJ Landscape Contractors, Inc.
(Principal) (Seal)
By: _____
(Title)

Natalie C. Demers
Natalie C. Demers (Witness)

Westfield Insurance Company
(Surety) (Seal)
By: _____
Attorney-in-Fact **Don Bramlage** (Title)

AIA DOCUMENT A310 ● BID BOND ● AIA ● FEBRUARY 1970 ED. ● THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

Attachment: Exhibit D - RJ Landscape Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

General Power of Attorney

CERTIFIED COPY

POWER NO. **0994592 00**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DON BRAMLAGE, LAURA D. MOSHOLDER, EDWARD M. CLARK, JOINTLY OR SEVERALLY

of **SANFORD** and State of **FL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **20th** day of **FEBRUARY** A.D., **2020** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper,** *National Surety Leader* and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **20th** day of **FEBRUARY** A.D., **2020** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT;** that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **26th** day of **March** A.D., **2025** .

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (06-02)

Attachment: Exhibit D - RJ Landscape Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE **RJ Landscape Contractors, Inc.**
1766 Taylor Road, Port Orange Fl 32128

as Principal, hereinafter called the Principal, and **Westfield Insurance Company**
P. O. Box 5001, Westfield Center, OH 44251

a corporation duly organized under the laws of the State of **OHIO**

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Holly Hill**
1065 Ridgewood Avenue, Holly Hill, Florida 32117

as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT (5%) OF PROPOSED BID**

Dollars ($ **---5%---**),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **SUNRISE PARK IMPROVEMENTS – LANDSCAPE AND IRRIGATION BID NO. 22-BG-12**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this **26th** day of **March**, **2025**

Paul MacDonald
(Witness)

RJ Landscape Contractors, Inc.
(Principal) (Seal)
By: _____
(Title)

Natalie C. Demers
Natalie C. Demers (Witness)

Westfield Insurance Company
(Surety) (Seal)
By: _____
Attorney-in-Fact **Don Bramlage** (Title)

AIA DOCUMENT A310 ● BID BOND ● AIA ● FEBRUARY 1970 ED. ● THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

Attachment: Exhibit D - RJ Landscape Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

General
Power
of Attorney

CERTIFIED COPY

POWER NO. **0994592 00**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

DON BRAMLAGE, LAURA D. MOSHOLDER, EDWARD M. CLARK, JOINTLY OR SEVERALLY

of **SANFORD** and State of **FL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **20th** day of **FEBRUARY** A.D., **2020** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

State of Ohio
County of Medina ss.:

By: **Gary W. Stumper,** *National Surety Leader* and *Senior Executive*

On this **20th** day of **FEBRUARY** A.D., **2020** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT;** that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **26th** day of **March** A.D., **2025** .

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (06-02)

Attachment: Exhibit D - RJ Landscape Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

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. 22-BG-12 for City of Holly Hill.

This sworn statement is submitted by RJ Landscape Contractors, Inc. whose business address is 1766 Taylor Road, Port Orange, FL 32128 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2955304. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Randy Squires any my relationship to the entity named above is President.

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contenders.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a),** Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a

Attachment: Exhibit D - RJ Landscape Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

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 D - RJ Landscape Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

(Signature) _____ Date: March 26,2025

State of Florida County of Volusia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Randy Squires who, after first being sworn by me, affixed his/her signature in the space provided above on this 26th day of March, 2025.

_____
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA

ELIZABETH LIEVANO
Commission # HH 493783
Expires June 15, 2028

Attachment: Exhibit D - RJ Landscape Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

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: RJ Landscape Contractors, Inc.

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: President

ADDRESS: 1766 Taylor Road

CITY AND STATE: Port Orange, FL 32128

TELEPHONE: 386-767-3008

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 D - RJ Landscape Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfaction participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

END OF SECTION

Attachment: Exhibit D - RJ Landscape Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 22-BG-12

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: RJ Landscape Contractors, Inc.

Authorized representative (printed): RANDY SQUIRES

Authorized representative (signature): _____

Date: 03/26/2025

END OF SECTION

Attachment: Exhibit D - RJ Landscape Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

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.)

RJ Landscape Contractors, 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.

1766 Taylor Road

6 City, state, and ZIP code

Port Orange, FL 32128

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	2	9	5	5	3	0	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** [signature] **Date** 03/26/2025

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 D - RJ Landscape Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

SECTION 00 48 80

Affidavit of E-Verify Requirements Compliance

ITB 22-BG-12 SUNRISE PARK IMPROVEMENTS – LANDSCAPE AND IRRIGATION

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.

RJ Landscape Contractors, Inc
1766 Taylor Road, Port Orange, FL 32128.

Consultant/Contractor Name and Address

Signature

Randy Squires, President

Name and Title

Attachment: Exhibit D - RJ Landscape Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

SECTION 00 49 00
TRENCH SAFETY AFFIDAVIT

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description)	Cost

(Cost in Words)

TOTAL $ _____

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: RJ Landscape Contractors, Inc.

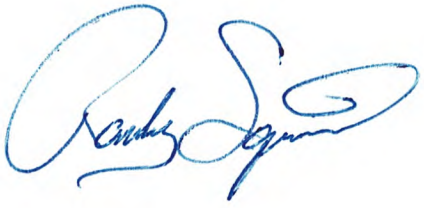
DATE: 03/26/2025 BY: _____

(Additional sheets shall be attached, as needed and, items shall be organized to correspond with the bid format)

Attachment: Exhibit D - RJ Landscape Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Randy Squires, certify that I am the President of the corporation named as Principal in the within Bid Bond; that Randy Squires who signed the said Bid Bond on behalf of the Principal was then President of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.



AFFIX CORPORATE SEAL

END OF SECTION

Attachment: Exhibit D - RJ Landscape Proposal (2025-R-34 : Sunrise Park North Improvements - Landscaping and Irrigation)

PARKER MYNCHENBERG & ASSOCIATES, INC.

1729 Ridgewood Avenue
Holly Hill, Florida 32117
(386) 677-6891
FAX (386) 677-2114
E-Mail: info@parkermynchenberg.com

April 3, 2025

Mr. Steve Juengst
Administration Manager
City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL 32117

Via Email: Sjuengst@hollyhillfl.org

City of Holly Hill
Sunrise Park Improvements
Award Recommendation

Dear Mr. Juengst,

As you are aware, the City received bids for the above-referenced project on March 26, 2025. Two (2) contractors submitted bids of which VerdeGo Landscape of Bunnell, submitted the lowest bid of $234,055.69.

We have reviewed VerdeGo Landscape's bid package and have found it to be complete and responsive. We have worked with VerdeGo Landscape on similar projects in the past and they have performed well. We recommend award of this project to VerdeGo Landscape for the amount of $234,055.69.

Please contact our office if there are any questions.

Sincerely,

Kevin Lee, P.E.

Enclosure: Bid Tabulation

Attachment: Exhibit E - Sunrise Park Improvements Landscape and Irrigation Award Recommendation (2025-R-34 : Sunrise Park North

CITY OF HOLLY HILL
SUNRISE PARK IMPROVEMENTS
BID TABULATION
WEDNESDAY, MARCH 26, 2025

				VerdeGo Landscape		RJ Landscape	
ITEM NO.	***DESCRIPTION***	***QTY***	***UNIT***	***UNIT COST***	***TOTAL***	***UNIT COST***	***TOTAL***
1	Preconstruction Video	1	LS	$2,200.00	$2,200.00	$2,500.00	$2,500.00
2	Landscaping	1	LS	$156,304.00	$156,304.00	$223,000.00	$223,000.00
3	Complete Irrigation System	1	LS	$63,201.69	$63,201.69	$53,600.00	$53,600.00
4	Electrical	1	LS	$4,500.00	$4,500.00	$1,500.00	$1,500.00
5	Permits and Allowances Up To Limit With Documenation	1	LS	$5,000.00	$5,000.00	$5,000.00	$5,000.00
6	As-Built Plans	1	LS	$2,850.00	$2,850.00	$1,500.00	$1,500.00
				TOTAL	**$234,055.69**		**$287,100.00**

Attachment: Exhibit E - Sunrise Park Improvements - Landscaping and Irrigation (2025-R-34 : Sunrise Park North Improvements Landscape and Irrigation Award Recommendation)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **April 22, 2025**
FROM: **Beth Wrenn**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggyback of FDOT Contract #BEG78 with Advanced Cabling Systems, Inc., Awarding the Purchase of the Services Provided for the Installation of Underground Utilities in the Amount of $50,139.05 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2025-R-35**
APPLICANT:
PLANNER:

DISCUSSION:

The City has elected to continue the utilities undergrounding on Ridgewood Avenue from Walker Street heading north to the City limits at Calle Grande Street. One of the utilities to be installed is Intelligent Transportation Systems, (ITS). ITS helps the progression of traffic along the Ridgewood Avenue corridor through signal communication through hardwire fiber optic. In the past the City placed conduit in this location during an installation of a water main. This conduit is currently unoccupied and will be used by this ITS. This review will determine the condition and prepare it for use for the ITS.

Staff would like to piggy back a contract the Florida Department of Transportation, (FDOT) has with Advanced Cabling Solutions, Inc., (ACS) due to FDOT's desire to avoid issues with unusable conduit as was experienced during the last phase. The FDOT contract with ACS is attached as **Exhibit A.**

The City solicited a proposal from ACS to complete this service to account for the installation of the tone wire needed for the proofing and will be used for future locating and fiber optic conduit installation. ACS' proposal to complete this task at a cost of $50,139.05 is attached as **Exhibit B.**

Current City of Holly Hill Purchasing Manual

Policy 2.39 Other Government Entities' Contracts.

The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off

U.S. General Services Administration, GSA Contracts. When another entity's contracts is the be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

Section 2.39 of the City's Purchasing Policy is included under **Exhibit C.**

FISCAL ANALYSIS:

The City has identified project # 22-ST-08 for the utilities undergrounding Phase III and will be funded by reserves in the CRA fund. This expenditures is GL #139-8110-580-6300. A budget amendment, "Attachment A" is attached.

STAFF RECOMMENDATION:

That the City Commission approve the piggyback of FDOT Contract # BEG78 with Advanced Cabling Systems, award the purchase of the services provided at a cost of $50,139.05 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:

APPROVING THE PIGGY-BACK OF FDOT CONTRACT #BEG78 WITH ADVANCED CABLING SOLUTIONS, INC., AWARDING THE PURCHASE OF SERVICES PROVIDED FOR THE INSTALLATION OF UNDERGROUND UTILITIES TO ADVANCED CABLING AT A COST OF $50,139.05 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Contract BEG78 Package (PDF)
- Exhibit B - ACS Proposal (PDF)
- Attachment A - BAR Advanced Cabling Systems.xlsx (PDF)

Resolution No. 2025-35

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF FDOT CONTRACT #BEG78 WITH ADVANCED CABLING SYSTEMS, INC., AWARDING THE PURCHASE OF THE SERVICES PROVIDED FOR THE INSTALLATION OF UNDERGROUND UTILITIES IN THE AMOUNT OF $50,139.05 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF FDOT CONTRACT #BEG78 WITH ADVANCED CABLING SYSTEMS, INC., AWARDING THE PURCHASE OF THE SERVICES PROVIDED FOR THE INSTALLATION OF UNDERGROUND UTILITIES IN THE AMOUNT OF $50,139.05; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, The City has elected to continue utilities undergrounding to install Intelligent Transportation Systems; and

WHEREAS, The City placed conduit that is currently unoccupied in the Ridgewood Avenue corridor area desired for this project; and

WHEREAS, FDOT has a contract with Advanced Cabling Solutions, Inc.; and

WHEREAS, Staff solicited a proposal from Advanced Cabling Solutions, Inc.; and

WHEREAS, Staff recommends approval of the piggyback of the contract with Advanced Cabling Solutions, Inc., and award the purchase of utilities undergrounding installation in the amount of $50,139.05.

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 piggyback of the FDOT contract with Advanced Cabling Solutions, Inc., award the utilities undergrounding installation with Advanced Cabling Solutions, Inc., 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 adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 22nd day of APRIL, 2025.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STANDARD WRITTEN AGREEMENT

Agreement No. BEG78
Financial Project I.D. 245316-1-72-19
F.E.I.D. No.: F59-3511800002
Appropriation Bill Number(s)/Line Item Number(s) for 1st year of contract, pursuant to s. 216.313, F.S.: _____
(required for contracts in excess of $5 million)
Procurement No.: DOT-RFP-24-5004-ITS
DMS Catalog Class No.: 81102201, 73152108

BY THIS AGREEMENT, made and entered into on 02/12/2024 | 11:49 AM EST by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and Advanced Cabling Solutions, Inc. , of 201 Reece Way, Suite 1431, Casselberry, Florida 32707 duly authorized to conduct business in the State of Florida, hereinafter called “Vendor,” hereby agree as follows:

1. SERVICES AND PERFORMANCE

A. In connection with District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District Five , the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.

B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).

C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall b the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.

D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.

E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.

F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Attachment: Exhibit A - Contract BEG78 Package (2025-R-35 : US1 Utility Undergrounding for ITS Phase III)

Reference herein to the Director shall mean the
Director of Transportation Operations

2. TERM

A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or 5 years from date of contract execution, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

☑ Services shall commence upon receipt of an executed Task Work Order and shall be completed by end date identified on the Task Work Order or date of termination, whichever occurs first.

☐ Services shall commence upon written notice from the Department's Contract Manager and shall be completed by _____ or date of termination, whichever occurs first.

☐ Other: See Exhibit "A"

B. RENEWALS (Select appropriate box):

☐ This Agreement may not be renewed.

☑ This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Projec Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requeste extension.

3. COMPENSATION AND PAYMENT

A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor will bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the

Attachment: Exhibit A - Contract BEG78 Package (2025-R-35 : US1 Utility Undergrounding for ITS Phase III)

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funds retained will be forfeited at the end of the agreement period.

B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted on the Department's Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, F.S and the most current version of the Disbursement Handbook for Employees and Managers.

E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering reprocurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850)413-5516.

I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.

J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any

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such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

K. For any contract for services with a non-profit organization as defined in s. 215.97(2)(m), Florida Statutes, the Vendor shall provide documentation to indicate the amount of state funds:

(1) Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Vendor.

(2) Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Vendor. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to s. 215.985, Florida Statutes, and must additionally be posted to the Vendor's website, if the Vendor is a non-profit organization and maintains a website. The Vendor shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

4. INDEMNITY AND PAYMENT FOR CLAIMS

A. INDEMNITY: To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

PAYMENT FOR CLAIMS: The Vendor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

B. LIABILITY INSURANCE. (Select and complete as appropriate):

☐ No general liability insurance is required.

☑ The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least $200,000.00 per person and $300,000.00 each occurrence, and property damage insurance of at least $200,000.00 each occurrence, for the services to be rendered in accordance with this Agreement

☐ The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of $_____.

C. WORKERS' COMPENSATION. The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

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D. PERFORMANCE AND PAYMENT BOND. (Select as appropriate):

☑ No Bond is required.

☐ Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

E. CERTIFICATION.

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

A. The Vendor shall comply with Chapter 119, Florida Statutes. Specifically, the Vendor shall:

(1) Keep and maintain public records required by the Department to perform the service.

(2) Upon request from the Department's custodian of public records, provide the Department 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 Chapter 119, Florida Statutes, 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 Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Department.

(4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

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IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 5

386-943-5000
D5prcustodian@dot.state.fl.us
Florida Department of Transportation
District 5 - Office of General Counsel
719 South Woodland Boulevard
Deland, FL 32720

B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.

C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:

(1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.

(2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.

(3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.

E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a pa of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

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F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.

H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at http://www.dot.state.fl.us/procurement/index.shtm, incorporated herein by reference and made a part of this Agreement.

J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.

L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the Department in whole or in part at any time the interest of th Department requires such termination. The Department reserves the right to terminate or cancel thi Agreement in the event an assignment be made for the benefit of creditors.

B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.

C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.

E. A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

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Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of $1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes. If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

7. ASSIGNMENT AND SUBCONTRACTS

A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.

B. Select the appropriate box:

☑ The following provision is not applicable to this Agreement:

☐ The following provision is hereby incorporated in and made a part of this Agreement:

☐ It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

RESPECT
2475 Apalachee Pkwy
Tallahassee, Florida 32301-4946
Phone: (850)487-1471

☐ The following provision is hereby incorporated in and made a part of this Agreement:
It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 - 28th Street, North
St. Petersburg, FL 33716-1826 (800)643-8459

☐ This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

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A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.

B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.

D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.

G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.

H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.

I. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.

J. Vendor/Contractor:

1. 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 Vendor/Contractor during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to

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verify the employment eligibility of all new employees hired by the subcontractor during the contrac term; and

3. shall adhere to requirements in section 448.095, Florida Statutes.

K. Time is of the essence as to each and every obligation under this Agreement.

L. The following attachments are incorporated and made a part of this agreement:
Exhibit "A" Scope of Services
Exhibit "B" Method of Compensation
Exhibit "C" Bid Price Proposal
Appendix I
PUR 1000 and 1001

M. Other Provisions:

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

Advanced Cabling Solutions, Inc.
Name of Vendor

BY: DocuSigned by: R. David Muniz
Authorized Signature

R. David Muniz
(Print/Type)

Title: Secretary/Treasurer

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: DocuSigned by: Charles M. Heffinger, Jr., P.E.
Authorized Signature

Charles M. Heffinger, Jr., P.E.
(Print/Type)

Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

DS JF

APPROVED:
DocuSigned by: Michelle Sloan
Procurement Office

LEGAL REVIEW
DocuSigned by: Ryan Mahler

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October 20, 2023
PREPARED BY: Lorena Cucek
Jeremy Dilmore, P.E.

CONTRACT NUMBER: BEG78

District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District Five

RFP-DOT-24-5004-ITS

FINANCIAL PROJECT ID: 245316-1-72-19

Exhibit "A"

Scope of Services

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1 OBJECTIVE

The Florida Department of Transportation District Five Intelligent Transportation Systems (ITS) Section, hereafter known as the DEPARTMENT, requires maintenance services by an ITS Device Maintenance firm, hereafter known as the VENDOR, for ITS devices and infrastructure hereafter known as the SYSTEM, located in the counties of Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia. This SYSTEM consists of, but is not limited to, the following:

- Traffic control signal and ITS device grounding and surge suppression,
- Conduit,
- Communications cable,
- Pull, splice, and junction boxes,
- Electrical power service assemblies,
- Pre-stressed concrete and steel poles,
- Vehicular signal assemblies,
- Vehicle detection systems (VDS),
- Traffic controller assemblies,
- Adaptive Signal Control Equipment
- Visibility Sensors
- Bluetooth Devices
- Equipment cabinets,
- Ramp metering assemblies,
- Video equipment including closed-circuit television (CCTV) cameras, video encoders/decoders, and video wall components,
- Network devices including aggregation/distribution, edge switches, terminal servers, Ethernet extenders, and media converters,
- Highway signing, including dynamic message signs (DMS) and electronic display signs as well as portable and arterial signs and their supports including structures,
- Camera lowering systems,
- Road weather information systems (RWIS),
- Wireless communication devices,
- Portable and permanent emergency power generators,
- Uninterruptable power supplies (UPS),
- Communications hubs and equipment shelters,
- Ancillary facilities (i.e., SunGuide®/data servers and workstations),
- Environmental conditioning equipment, and

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- Hardware, software, and firmware related to ITS equipment and other traffic control devices.
- Roadside Units
- Wrong Way Driving Countermeasures System (WWD)

The SYSTEM described in this Scope of Services (SOS) shall cover all existing and future ITS elements within the geographic coverage area and term defined in this agreement, hereafter known as the CONTRACT.

1.1 Item Additions and Deletions

During the Contract period and any renewal periods, the DEPARTMENT shall have the right to add or delete Items (services and/or commodities) to or from this agreement by adding them to or removing them from this Contract. Any new Items added shall be at the requirements, specifications, terms, and conditions stated herein or as later stipulated by the DEPARTMENT, and at mutually agreed pricing accepted, in writing, by both the VENDOR and the DEPARTMENT. Items may be removed at the sole discretion of the DEPARTMENT, per the requirements, terms, and conditions herein and/or as permitted by Florida Statutes or Florida Administrative Code.

Due to the changing dynamics within any ITS, the VENDOR will be able, upon written authorization by the DEPARTMENT'S Project Manager and upon supplemental agreement to the CONTRACT as to compensation and time, to perform additional services pertaining to the support and/or maintenance of the ITS field devices and infrastructure not otherwise identified in this CONTRACT as may be required by the DEPARTMENT.

2 KEY TO ACRONYMS AND ABBREVIATIONS

APL – Approved Products List
CADD – Computer-Aided Design and Drafting
CCTV – Closed-Circuit television
DMS – Dynamic Message Signs
FDLE – Florida Department of Law Enforcement
FOC – Fiber Optic Cable
HAR – Highway Advisory Radio
ITS – Intelligent Transportation Systems
ITSFM – ITS Facility Management
MIMS - Maintenance Inventory and Management System
MOT – Maintenance of Traffic
MMU – Malfunction Management Unit
MVDS – Microwave Vehicular Detection System
NJUNS – National Joint Utilities Notification System
NMS – Network Monitoring System
NTP – Notice to Proceed
OEM – Original Equipment Manufacturer

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OSHA – Occupational Safety and Health Administration
OTDR – Optical Time Domain Reflectometer
PM – Preventive Maintenance
RMA – Return Material/Merchandise Authorization
RSU – Road Side Unit
RTMC – Regional Transportation Management Center
RWIS – Road Weather Information System
SLERS – State Law Enforcement Radio System
SOP – Standard Operating Procedure
SOS – Scope of Services
SUE – Subsurface Utility Engineering
TMC – Transportation Management Center
TWO – Task Work Order
UPS – Uninterruptable power supplies
US – United States
VDS – Vehicle Detection System
WWD - Wrong Way Driving Countermeasures System

3 USE OF APPROVED PRODUCTS

The VENDOR shall follow the DEPARTMENT'S latest *Standard Specifications for Road and Bridge Construction*. The VENDOR shall review the DEPARTMENT'S *Approved Product List* (*APL*) for devices required as part of the work and must utilize approved products. Here is a link to that list:
https://fdotwp1.dot.state.fl.us/ApprovedProductList/Specifications

4 SERVICES TO BE PROVIDED

4.1 Overview of Maintenance Services Required

The objective of services required under this CONTRACT is to ensure continuous (24 hours a day, 7 days a week, year-round) system operation and functionality of all components of the SYSTEM and provide locate services for all ITS equipment. The DEPARTMENT will assign a Project Manager/Contract Manager responsible for oversight of this CONTRACT and assignment of tasks to the VENDOR. References to the DEPARTMENT or the DEPARTMENT'S Project Manager within this scope include the DEPARMENT'S Project Manager or designees.

The VENDOR will be evaluated periodically based on system uptime. The VENDOR will be required to perform new device and infrastructure installations as needed and as requested by the DEPARTMENT; all SYSTEM support, including but not limited to scheduled, periodic, and routine maintenance; and failed or destroyed component replacement. All services shall be performed on a Task Work Order (TWO) system as directed by the DEPARTMENT'S Project Manager.

The VENDOR shall be on-call on a 24x7x365 basis for the duration of the CONTRACT to respond to emergency repair and/or replacement work, including but not limited to

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hurricane watches and warnings. If a State of Emergency is declared by the Governor of Florida, the VENDOR may be called upon to provide repair and replacement services associated with disaster recovery. The VENDOR shall provide the DEPARTMENT'S Project Manager with a list of telephone numbers that will be answered at all times by the VENDOR'S personnel. The VENDOR shall maintain staffing levels required by this SOS at all times to ensure services required by the SOS under this CONTRACT are met.

Throughout the term of this CONTRACT, the DEPARTMENT'S Project Manager will conduct reviews of the VENDOR'S work and daily operations. The VENDOR shall cooperate and assist the DEPARTMENT'S Project Manager throughout the review process.

4.1.1 Applicable Specifications and Standards

All work shall be prepared using English units in accordance with the latest editions of standards and requirements utilized by the DEPARTMENT, which include, but are not limited to, publications such as:

- 29 Code of Federal Regulations (CFR), Part 1910.1101 – Asbestos Standard for Industry, U.S. Occupational Safety and Health Administration (OSHA)
- 29 CFR, Part 1926, 1101 – Asbestos Standard for Construction, OSHA
- 40 CFR, Part 61, Subpart M - National Emission Standard for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA)
- 40 CFR, Part 763, Subpart E – Asbestos-Containing Materials in Schools, EPA
- 40 CFR, Part 763, Subpart G – Asbestos Worker Protection, EPA
- Americans with Disabilities Act Accessibility Guidelines
- CADD (Computer-Aided Design and Drafting) Manual
- CADD Production Criteria Handbook
- Ch. 469, F.S. – Asbestos Abatement, Florida Department of Business and Professional Regulation
- Ch. 62257, Florida Administrative Code – Asbestos Program, Florida Department of Environmental Protection
- Code of Federal Regulations
- Florida Administrative Codes
- Florida Department of Business & Professional Regulations Rules
- Florida Department of Environmental Protection Rules
- Florida Department of Transportation Basis of Estimates Manual
- Florida Department of Transportation Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System
- Florida Department of Transportation Instructions for Structures Related Design Standards
- Florida Department of Transportation Materials Manual
- Florida Department of Transportation Plans Preparation Manual
- Florida Department of Transportation Standard Specifications for Road and Bridge Construction

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- Florida Department of Transportation Standard Plans for Road and Bridge Construction
- Florida Statutes
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Manual on Uniform Traffic Control Devices, Federal Highway Administration
- Standard Highway Signs Manual, Federal Highway Administration
- Florida Department of Transportation Traffic Engineering Manual
- National Electrical Safety Code
- National Electrical Code
- Florida Department of Transportation Structures Manual
- Florida Department of Transportation Structures Design Office Temporary Design Bulletins (available on Florida Department of Transportation Structures web site only)
- Florida Department of Transportation Preferred Details (available on Florida Department of Transportation Structures web site only)

4.1.2 Scheduled Maintenance Services

Coordinate the frequency of standard scheduled maintenance services with the DEPARTMENT'S Project Manager. It shall be the VENDOR'S responsibility to respond to maintenance requests according to the priority assigned by the DEPARTMENT'S Project Manager. The definitions below shall be a baseline for this CONTRACT. At the discretion of the DEPARTMENT, the VENDOR may be dispatched to any work priority deemed appropriate by the DEPARTMENT.

4.1.2.1 Scheduled Preventive Maintenance Services

Typical scheduled preventive maintenance (PM) includes system inspection and other activities recommended by equipment manufacturers to be performed at periodic intervals. During the term of the CONTRACT, the VENDOR will perform scheduled, periodic preventive maintenance based upon manufacturer recommendations and as general services are authorized by the DEPARTMENT'S Project Manager. At a minimum, the VENDOR shall be responsible for performing adequate preventive maintenance services as per manufacturer's recommendation and to ensure that the manufacturer warranties remain valid. If periodic maintenance intervals and activities are not specified by the equipment manufacturer, the VENDOR will develop periodic maintenance intervals and activities for approval by the Department's Project Manager. Scheduled preventive maintenance also includes periodic inspections and cleaning as well as documentation of these actions. The Preventive Maintenance Plan (official deliverable) developed by the VENDOR shall include detailed preventive maintenance procedures along with checklists of the preventive maintenance tasks to be performed for all ITS devices deployed in the District. The plan shall include an annual time schedule of all preventive maintenance activities scheduled and periodic interval of each activity for each device. At a minimum, if not specified by the manufacturer, preventive maintenance shall be done on all assets deployed in the field at least every 6 months. The DEPARTMENT will work with the VENDOR as necessary to develop preventive

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maintenance checklists to ensure that consistent, comprehensive maintenance activities are executed correctly and documented. The VENDOR shall utilize the DEPARTMENT's Maintenance Inventory and Management System (MIMS) Software to document and schedule preventive maintenance tasks. The VENDOR shall take pictures before and after each Preventive Maintenance visit and attach the pictures to the MIMS ticket. Each picture shall be clear and in focus and shall include a timestamp showing the date and time when the picture was taken.

Scheduled preventive maintenance may include, but is not limited to:

1. General cleaning and dust removal from equipment, cabinets, and enclosures, including air filter replacement as well as general operational checks such as operational checks of fans and other system components.
2. Cleaning of CCTV camera housing, re-pressurization (if applicable), and video feed quality verification.
3. Checking door locks (Cyber Keys if equipped), entry detection sensors, lubricating locks and other mechanisms.
4. Visually inspecting devices, cabinets, and enclosure exteriors, and checking for corrosion, punctures, graffiti, and vandalism.
5. Ensuring that cabinet labels and other equipment identification is affixed properly to equipment and clearly visible.
6. Visually inspecting equipment status light-emitting diodes, light fixtures, light bulbs and wiring.
7. Physical testing and inspection of grounding system (record findings in MIMS), surge protective devices, connections, and cable assemblies.
8. Inspecting UPS functionality by simulating power failure at a disconnect, inspecting UPS batteries for corrosion and/or swelling and battery replacement when necessary.
9. Cleaning and removal of debris.
10. Pest control (ant, wasp, spider, etc.), including placement of barriers to prevent rodent entry.
11. Ensuring that cabinet documentation is available within the cabinet, such as in a clear document holder or within a document drawer, and that it provides comprehensive and accurate information, including wiring diagrams, service log, and other equipment information.
12. Providing weed and grass control around devices and technician pads and minor tree removal/trimming (less than 4-inch diameter) as necessary.
13. Performing generator inspection (including fluids) testing and checking fuel level.
14. Cleaning solar panels and batteries.
15. Checking antennas and mounting hardware for structural integrity and alignment; and
16. Adjusting and calibrating vehicle detection systems, including, but not limited to:
    a. Inductive loop detection systems

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b. Microwave vehicle detection systems
c. Video vehicle detections systems
d. Wireless magnetometer detection systems
e. Automatic vehicle identification systems

4.1.2.1.1 *Device Site Deficiencies*

In the event that the VENDOR encounters minor and/or major device deficiencies while performing preventive maintenance services as outlined above, the Vendor shall correct such deficiencies during the preventive maintenance site visit whenever possible. Field technicians shall take all essential parts, and tools necessary to perform the preventive maintenance, and repair any minor deficiencies observed at the site.

The DEPARTMENT considers minor deficiencies to be items such as, but not limited to, an unplugged device cable, tripped circuit breaker, or loose connector. The DEPARTMENT considers major deficiencies to be items such as, but not limited to, a non-functional device site with damaged equipment, components exposed to weather, exposed power cabling, or items constituting a safety hazard. The VENDOR shall immediately contact the DEPARTMENT'S Project Manager to report major deficiencies.

4.1.2.1.2 Compensation for Preventive Maintenance Services

The Department shall compensate the VENDOR based on a lump sum per each cost at the amounts established under Exhibit "C", Contract Price Proposal. The lump sum item is for each cabinet location and any associated device. Associated devices include subcabinets for remote MVDS, DMS, and remote CCTV. A site generally will have a switch that is routing, while a subcabinet will be communicating back to the router at the cabinet. This cost shall be paid for under pay item A301-9

4.1.2.2 Other Maintenance Services

4.1.2.2.1 Medium/Large Tree Trimming

Routine tree trimming of Medium/Large Trees (greater than 4-inch diameter) shall be anticipated by the VENDOR around all the existing ITS deployments to restore proper functionality and access to the devices. The VENDOR shall investigate current conditions on the Interstates to determine typical tree heights in the field and be able to provide all equipment necessary to perform this work. The VENDOR is responsible for the proper cleanup and disposal of all trimmings and shall leave the area in original or better than original trimming conditions. For CCTV's, the DEPARTMENT will identify locations that need to be addressed prior to the VENDOR being dispatched to the sites. The VENDOR shall coordinate with the DEPARTMENT during tree trimming operations to verify that clear lines of site have been established prior to leaving the site. For all other ITS devices the VENDOR shall coordinate with the DEPARTMENT to verify site operations of the devices have been restored to original or better than original

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installation conditions. The Department shall compensate the VENDOR based on a per tree unit cost at the amounts established under Exhibit "C", Contract Price Proposal.

4.1.2.2.2 Wrong Way Driving Countermeasures System (WWD)

The Department has deployed Wrong Way Driving Detection Systems Districtwide as a countermeasure to help notify, and to try to eliminate, when drivers are going the wrong direction on the roadways. There have been multiple manufacturers for the WWD systems deployed and the VENDOR shall be able to maintain all of them. The key components are "Wrong Way" signs with rapid flash beacons on each one or with embedded LEDs within the sign panels. The first pair of signs contains a controller cabinet and attached incoming and outgoing detectors with wide angle cameras that can detect wrong way traffic, set off the beacons and send alerts and photos to the Regional Traffic Management Center (RTMC) within 12 seconds or less. This system also includes a UPS backup system that is network managed. Two additional "Wrong Way" signs with two rectangular rapid flashing beacons per sign and one confirmation camera are located approximately 500 feet upstream activated by the primary WWD detection. In addition to the Ramp Detection system, the Department has deployed Mainline Wrong Way Detection Systems throughout the District. This system consists of one incoming thermal detection camera which is mounted on a sign structure over the detection lanes. The camera communicates through ethernet connection back to the remote WWD cabinet located at the structure. This cabinet uses a Cellular Modem to transmit the WWD alert back to the RTMC.

4.1.2.2.3 Wrong Way Driving Repairs

The Contractor shall be responsible for providing emergency and non-emergency response repairs on all components of the WWD system including but not limited to the following:

- *Main Local Hub Cabinet housing WWD equipment*
- *Main control cabinet and all internal components.*
- *Primary and Secondary WWD Signs and Poles.*
- *Secondary equipment cabinet and all internal components*
- *Rapid Flashing Beacons*
- *Embedded LED WWD Signs*
- *Incoming and Outgoing Verification Cameras*
- *Overview Verification Cameras* • *Incoming Detectors (Radar, Laser, Thermal)*
- *Outgoing Detectors (Radar, Laser, Thermal)*

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- *Wireless Transmitters*

- *All power and communications infrastructure and cabling.*

4.1.2.2.4 Daytime Wrong Way Driving System Annual Preventative Maintenance

Daytime Preventive maintenance for the Wrong Way Driving System and all associated pole mounted Nema enclosures and signs shall be performed on an annual basis and include but not limited to the following tasks:

- *Inspect the condition of the Wrong Way signs and verify reflectivity of the sign panels.*

- *Clean inside of all Cabinets (Main and Auxiliary Nema enclosures).*

- *Perform Mechanical checks as shown on the Maintenance Plan.*

- *Measure and record line AC and DC voltages.*

- *Validate incoming detection radar, laser or thermal outputs are functioning via the vendor software.*

- *Validate Detection of Right-Way traffic on incoming radar, laser, or thermal detector.*

- *Validate outgoing radar, laser or thermal outputs are functioning via the vendor software.*

- *Validate detection of Right-Way traffic on outgoing radar, laser, or thermal detector.*

- *Test camera detection and overall functionality by simulating Wrong Way vehicles. Includes incoming, outgoing and overview camera image processing.*

- *Perform sign activation Push-button test to verify functionality of signs.*

- *Perform Wrong Way Push-button test to verify Wrong Way alerting in Blinklink (or applicable alternative).*

- *See Manufacturer recommendations for comprehensive list of daytime preventative maintenance tasks to be performed.*

The VENDOR shall not include any costs associated for detours/closures in the daytime preventative maintenance pay item. The Department shall compensate the VENDOR based on a per site unit cost at the amounts established under Exhibit “C”, Contract Price Proposal.

4.1.2.2.5 Nighttime Wrong Way Driving System Annual Preventative Maintenance

Nighttime Preventative Maintenance shall require the ramps to be closed during testing of the system and shall be done based on the Manufacturer’s recommendations or as

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required by the Department. Testing shall occur during non-peak hours only. Nighttime PM's will consist of testing the system to simulate a Wrong Way driving event by closing the ramps and driving vehicles in the wrong way direction. A small, medium, and large vehicle shall be provided by the contractor to test and document the results. The contractor shall make any adjustments/modifications necessary in order to pass the testing and verify a fully functioning Wrong Way Driving system. See Manufacturer's Recommendations for the Wrong Way Driving Preventative Maintenance test plan and checklist to identify the testing and work to be performed during the nighttime preventative maintenance. Results of the daytime annual preventative maintenance may necessitate additional nighttime preventative maintenance activities on a site-by-site basis. The VENDOR shall not include any costs associated for detours/closures in the daytime preventative maintenance pay item. The Department shall compensate the VENDOR based on a per site unit cost at the amounts established under Exhibit "C", Contract Price Proposal.

4.1.2.3 Non-Scheduled Maintenance and Repairs

Non scheduled maintenance includes reactive maintenance, replacements, and diagnostic work necessary to correct deficiencies and keep the SYSTEM operational. This work is not scheduled, but is often generated by failures caused by acts of God, construction, or accidents. Non scheduled maintenance may include, but is not limited to:

1. Field repair or replacement of ancillary parts or equipment for any ITS device;

2. Resetting DMSs;

3. Resetting and focusing CCTV lenses;

4. Resetting VDS controllers;

5. Configuring or repairing the communications network, including switches and terminal servers;

6. Configuring or repairing CCTV video transmission equipment, including encoders and decoders;

7. Testing fiber optic cable (FOC) for optical budget requirements; and 8. Repairing damage caused by vandalism or accidents.

If the cause of a failure is unknown, the DEPARTMENT may have the VENDOR perform diagnostic work as required to determine the cause of the failure.

4.1.3 Diagnostics and Troubleshooting Services

The VENDOR will be required to provide diagnostic and troubleshooting services when equipment is inoperable and field troubleshooting is needed to identify the problem. When possible, the VENDOR shall perform minor repairs following diagnosis. The VENDOR must document troubleshooting and repair activities and services performed at

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the site. The VENDOR shall only be allowed to bill a maximum number of hours established during the authorization of work for the troubleshooting of any device site under this Contract. This does not include travel time to the device site. Travel time is incidental. The VENDOR will not receive any additional compensation for travel time. Exceeding this time criteria may be granted for unusual circumstances but requires justification from the VENDOR and authorization from the DEPARTMENT. Major repairs require approval by the DEPARTMENT'S Project Manager before additional service can be performed.

If the VENDOR detects a device that exhibits frequent failures or requires an on/off/on power cycle in order to maintain operation, it shall be the responsibility of the VENDOR to notify the DEPARTMENT, contact the equipment manufacturer, and recommend corrective action to the DEPARTMENT. It is the responsibility of the VENDOR to service equipment and restore SYSTEM components to a 100 percent functional status and ensure all devices are online. The VENDOR is responsible for all troubleshooting and repair of SYSTEM devices. The DEPARTMENT Project Manager may provide DEPARTMENT staff and resources to assist the VENDOR with troubleshooting and repair.

Should a particular device continue to fail, and the issue cannot be resolved by repair or replacement, the DEPARTMENT, at its sole discretion, may remove the device from the VENDOR'S responsibility.

The VENDOR, through diagnostic service, shall investigate the cause for the failure of equipment and determine if the failure is related to a storm event, materials or workmanship, supplied power, leased communications, electrical and/or mechanical components, hardware or software, or other failures. The diagnostic results shall define the type of repair needed to restore the device(s) to 100 percent functional status. The VENDOR shall investigate whether or not failures are covered under existing equipment warranties. If the diagnosis indicates the need for repairs or parts replacement, the VENDOR shall follow the procedures established between the VENDOR and the DEPARTMENT's Project Manager under this CONTRACT.

4.1.4 Repair Services

Repairs and/or parts replacement will be covered under TWOs. The VENDOR shall submit written request(s) to the DEPARTMENT'S Project Manager for approval of any additional labor usage and expenditures that are not covered under a TWO. Descriptions of additional labor, materials, and equipment shall be included as part of a work request as well as a justification for the work. Repairs that require expertise and/or specialized equipment of the manufacturer shall be considered original equipment manufacturer (OEM) repairs. OEM repairs are those specialized repairs that cannot be made by the VENDOR and must be made by a manufacturer or VENDOR of the equipment/component. On an as-needed basis, the VENDOR shall notify the DEPARTMENT'S Project Manager of OEM repairs necessary for the continued safe and efficient operation of the SYSTEM. The DEPARTMENT'S Project Manager will review the proposed OEM repair(s), and approval shall be required in order to proceed with the

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repair. If a device manufacturer is no longer producing, selling, or repairing a specific device, the VENDOR shall research, price, and present an alternate product to the DEPARTMENTs Project Manager.

The VENDOR is required to assure the DEPARTMENT that warranties are not voided by VENDOR repair services or other actions of the VENDOR at any point during the contract. If a device warranty expires, the VENDOR shall notify the DEPARTMENT Project Manager for the option to renew and/or replace the device if the unit is non-operational.

4.1.4.1 Field Site Repair

The VENDOR shall have the necessary equipment and personnel capable of maintaining and repairing the field equipment and infrastructure deployed throughout the geographic coverage area within DEPARTMENT District boundaries. This includes a variety of devices and communications infrastructure. Field site repair includes, but is not limited to, device replacement, electrical service work and repair, optical fiber cable splicing and troubleshooting, optical time domain reflectometer (OTDR) testing (both long and short range), fiber enclosure/fiber distribution panel installations, and terminations. The VENDOR shall have the capability to install both open trench and directional bored conduit for new installation and replacement of damaged conduit. It shall be the responsibility of the VENDOR to perform all subsurface utility engineering (SUE) and obtain any permits required by the DEPARTMENT before the VENDOR commences any work. After completion of device and/or communications infrastructure work by the VENDOR, a report shall be presented to the DEPARTMENT for record keeping of changes made to the fiber communication infrastructure and other components of the SYSTEM. No fiber related work shall be started by the VENDOR without written authorization and approval by the DEPARTMENT.

1. Minor Repair

   Minor repairs for this CONTRACT are repairs/replacement of ITS components due to equipment malfunction or end of service life. Minor repairs also include, but are not limited to, reattaching loose cable connections, power reset of all equipment, and other incidental repair work. The VENDOR shall perform the necessary repair/replacement work, which includes diagnostic services.

   Minor repairs are generally considered to be repairs that require less than 4 hours of labor and less than $3,000 in material.

2. Major Repair

   Major repairs for this CONTRACT are defined as non-typical repairs that need diagnostic services to identify the problem, extensive repair services, maintenance of traffic (MOT) and lane closures, utility coordination, or other regional agency coordination, such as damage caused by crashes, vandalism, theft, weather events, fiber cuts, power loss from the utility service point, and construction activity. Typical major repairs and parts replacement consist of, but are not limited to,

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repair or replacement of damaged, missing, or malfunctioning equipment in order to maintain the ITS operation and functionality.

For all major repairs, the VENDOR shall contact the DEPARTMENT'S Project Manager to report field findings and receive instruction and authorization for related work. Depending on the criticality of the repair and nature of the device site or component malfunction or failure, the DEPARTMENT may issue verbal authorization to the VENDOR for diagnostic services to expedite the repair process. The VENDOR shall prepare and submit a diagnostic report, including damage assessment, cost estimates, and recommendations for repair. The VENDOR shall not make major repairs prior to issuance of a TWO covering specific corrective actions necessary for restoration. If an immediate repair order is needed, the DEPARTMENT may issue a pre-approved, limited amount TWO to start the work. The VENDOR must receive approval prior to executing this TWO. The VENDOR must document any verbal approvals issued for service/repair orders including the date, time, reason, and the name of the DEPARTMENT Project Manager who issued and approved the work order.

Major repairs are generally considered to be repairs that require more than 4 hours of labor and more than $3,000 in material.

All major and minor repairs shall be performed using procedures and repair times established under this CONTRACT.

3. Warranty Repair

The VENDOR shall act on behalf of the DEPARTMENT to track manufacturer warranties and pursue warranty repairs from device manufacturers when failures are covered by the manufacturer's warranty. The VENDOR is responsible for coordinating warranty repairs with the DEPARTMENT's Project Manager and the device manufacturer/reseller. In the event warranty or insurance coverage is applicable, the VENDOR shall identify the proper procedure for contacting the entity responsible for coverage, secure the proper forms used for claim notification, and coordinate the repair, return, and disposition of equipment. Repaired DEPARTMENT equipment returned from the manufacturer shall be held in inventory as spare parts if it is not to be immediately reinstalled.

The VENDOR shall support the DEPARTMENT in pursuing claims until each claim is resolved to the satisfaction of the DEPARTMENT.

4.1.4.2 Repairs using Spare Parts

This work includes shop and field repair of devices using component parts. New replacement parts for repairs are to be used unless otherwise directed by the DEPARTMENT'S Project Manager. The VENDOR shall not purchase or install spare parts that have not been approved by the DEPARTMENT'S Project Manager. The VENDOR shall be responsible for inventory control of all parts held in inventory for

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repair of devices that they have responsibility to maintain. Parts commonly used for shop and field repairs include, but are not limited to:

- Pan-tilt-zoom camera modules
- DMS display modules
- Power supplies
- Batteries
- Media Converters
- Switches
- Detectors
- UPS

The DEPARTMENT will be responsible for all pre-approved costs relating to the purchase of spare parts (e.g., mark-up, applicable taxes, and shipping fees). The DEPARTMENT will have the option to utilize a flat percentage fee if this is pre negotiated prior to execution of the TWO. The VENDOR shall notify the DEPARTMENT'S Project Manager of any part or component of the SYSTEM moved from its original location for the purpose of inventory control. The VENDOR shall ensure all spare equipment is available in a timely manner and all inventory control records will be updated within 24 hours.

4.1.4.3 Equipment Replacement

This work includes furnishing replacement devices needed for maintenance of the SYSTEM. Datasheets for all new replacement parts must be submitted and approved by the DEPARTMENT'S Project Manager. The VENDOR shall not purchase or install equipment that has not been approved by the DEPARTMENT'S Project Manager. Proposed replacement parts shall be the latest compatible technology, equal to or better in function and quality to existing SYSTEM components or equipment. The VENDOR shall be responsible for inventory control of all equipment that they have responsibility to maintain within the SYSTEM and all devices, parts, and materials used to perform work. When the DEPARTMENT'S Project Manager determines that additional parts are to be provided by the VENDOR as spares, the VENDOR shall procure (in accordance with section 4.1.4 Repair Services) and maintain the parts at the VENDOR's designated location(s) as approved by the DEPARTMENT. The VENDOR shall notify the DEPARTMENT'S Project Manager of any part or component of the SYSTEM moved from its original location for the purpose of inventory control.

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4.1.4.4 Verification of Repair

Work Before departure from the field site, the VENDOR shall contact RTMC immediately upon completion of the repair work to verify that the operation of failed component(s) has been restored. Upon completion of the repair work, the VENDOR shall perform diagnostic testing to ensure the System is fully functional and operational. The VENDOR shall document the test results and provide them to the Department's Project Manager (or his/her designee) for inspection upon request. The VENDOR shall include all testing costs within the costs for repair work. The Department conducts random review of the VENDOR's repair work. Any work that is deemed unacceptable by the Department shall be re-done by the VENDOR at the VENDOR's expense. The VENDOR shall rectify any deficiencies identified by the Department within 5 business days of initial notification.

4.1.5 Emergency Repair Services

Emergency services consist of the restoration of components resulting from any malfunction or damage that creates a safety hazard or severely reduces the operational effectiveness of the overall SYSTEM. The VENDOR shall immediately correct any safety hazards discovered in the SYSTEM. Failures tend to be caused by severe and unusual forces of nature, crashes and collisions, vandalism, theft, fire, erosion, and extreme exposure to chemicals or pollutants. Communication and electrical cable cuts and loss of communications between the TMC and multiple field sites can warrant emergency repair services.

The VENDOR will be required to supply substitute devices approved by the DEPARTMENT's Project Manager to immediately restore normal operations during emergency repair services. Failure to restore normal operations in a timely manner shall result in deductions of monies due or which shall become due to the VENDOR. If a structural failure causes a safety hazard or obstructs a roadway or waterway, the VENDOR will be required to remove the structure immediately.

The VENDOR must document malfunction and damage that necessitates emergency repair services. At a minimum, documentation shall include:

1. Device location, type, model, and serial and control number;
2. Date and time of incident;
3. Cause of failure and name of person reporting failure;
4. Site needs analysis and digital photo documentation;
5. Immediate repairs and corrective actions taken, including temporary repairs and repair cost breakdown; and
6. Corrective actions necessary for permanent repairs to be performed, including parts list, schedule, and estimated cost.

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4.1.5 Asset and Device Inventory Logs

The VENDOR is required to document equipment and activities performed at each ITS Asset and for each ITS Device. The VENDOR must utilize MIMS to maintain the Asset and Device Inventory logs. The logs must include, but are not limited to: that documents, but are not limited to:

1. Asset location, number, and type;
2. Asset Model and serial number;
3. Asset Manufacturer
4. Asset Firmware Version
5. Asset Warranty Information
6. Asset Financial Information
7. Asset Spare parts used including type, model, serial, and control number
8. Asset Replacement part notes and repair actions
9. Device location, number, and type;
10. Device Model and serial number;
11. Device Manufacturer
12. Device Firmware Version
13. Device Warranty Information
14. Device Financial Information
15. Device Firmware Version
16. Device Date, time, and description of failure
17. Device Report of failure source
18. Response details including arrival time, site conditions, and actions taken
19. Resolution details with documentation

4.2 Control of Materials

The VENDOR shall maintain and store the DEPARTMENT's SYSTEM equipment and spare parts in a location approved by the DEPARTMENT’s Project Manager. This location shall be marked specifically for this contract and shall not be used for any other purposes. Storage of parts or equipment outside the DEPARTMENT’s storage area must be approved by the DEPARTMENT’s Project Manager. The VENDOR shall use MIMS to maintain and have readily available an up-to-date inventory of all the DEPARTMENT’s equipment and/or parts that are under the VENDOR’s supervision. The inventory shall contain, but not be limited to, at a minimum:

1. Manufacturer,
2. Model number,
3. Descriptive name,
4. SunGuide name,
5. APL number,
6. Manufacturer serial number,

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7. Current location, and
8. Condition (new, used or damaged).

The DEPARTMENT reserves the right to store devices and/or parts at an independent storage area within 20 miles of the regional TMC. The VENDOR is responsible for picking up parts as needed from DEPARTMENT storage areas under the terms of this CONTRACT.

Any equipment purchased by the VENDOR on behalf of the DEPARTMENT, using DEPARTMENT funds, belongs to the DEPARTMENT and shall be entered into the inventory list maintained by the VENDOR. Upon termination or ending date of the CONTRACT, all DEPARTMENT property shall be transferred to the DEPARTMENT.

4.2.1 Device Inventory

The VENDOR shall use MIMS to maintain and have readily available an up-to-date inventory of all the DEPARTMENT's equipment that the VENDOR is responsible to maintain and all spare parts and devices in the VENDOR's possession, deployed in the field or in location(s) approved by the DEPARTMENT'S Project Manager.

4.2.1.1 Existing Field Site Device Inventory

The VENDOR shall use MIMS to maintain and have readily available an up-to-date inventory of all the DEPARTMENT'S equipment and/or parts that are under the VENDOR'S supervision. The inventory shall contain, but not be limited to:

1. Manufacturer,
2. Model number,
3. Descriptive name,
4. Manufacturer serial number,
5. Current location and condition (new, used or damaged),
6. If the equipment is a spare,
7. The site where it belongs and type of site (CCTV, DMS, etc.), if applicable,
8. Location of site, if applicable,
9. Date of purchase,
10. Date of repair,
11. Date when scrapped, and
12. Warranty status

4.2.2 Facilities Management System

The DEPARTMENT is using the ITS Facility Management (ITSFM) system to support the long-term ITS asset and configuration management needs of the ITS Program statewide. The ITSFM compiles SYSTEM asset information in a single, web-accessible

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repository, allowing the DEPARTMENT to collectively manage the entire system in a coordinated manner. The ITSFM is hosted provided by the Central Office to the Districts and other regional partners.

The VENDOR shall use the ITSFM for facilities management purposes. The VENDOR will be responsible for the operations and maintenance of ITSFM data used to inventory the SYSTEM field equipment including, but not limited to, outside plant cabling, duct, splice points, terminations, field devices, and other field installed assets. The VENDOR shall document as-built information about the SYSTEM and work performed under this CONTRACT.

The information contained within the ITSFM is confidential material; therefore, the VENDOR must ensure that VENDOR staff working under this CONTRACT has passed the Florida Department of Law Enforcement (FDLE) or State Law Enforcement Radio System (SLERS) background check so the DEPARTMENT can issue user login credentials to the ITSFM. The DEPARTMENT will provide user training on the ITSFM system and assign appropriate login credentials to VENDOR staff that successfully complete training.

The VENDOR shall ensure all ITS maintenance staff who will have access to ITSFM receive at a minimum ITSFM maintainer-level training within 1 month of Contract Start Date. All ITSFM-related training expenses including but not limited to staff labor cost shall be the ITS Maintenance VENDOR's own expense. For any new staff added to this Contract during the Contract's term who will need access to ITSFM, the new VENDOR staff shall receive at a minimum, the ITSFM maintainer-level training within 1 month of employees' start work on this Contract. During this time, the VENDOR shall continue to use other staff to perform the required ITSFM updates.

The VENDOR shall provide field staff with an ITSFM-compatible laptop computer with direct Internet access from the equipment site to ensure that the maximum benefit from the ITSFM is available to the user. Asset changes to the system shall be updated to the database in real-time or as otherwise directed by the DEPARTMENT. The VENDOR will be responsible for recurring usage cost including computer hardware, connection to the Internet, etc.

The VENDOR shall include the resources required to populate the database and routinely update the database as maintenance work changes the inventory and configuration. Information populated in the ITSFM shall meet the positional accuracy and content defined in the latest version of the ITSFM technical memorandum "Implementation Guidelines and Minimum Requirements."

4.2.3 Utility Locating Services

The VENDOR shall be responsible for locating and designating existing and future subsurface utilities associated with the SYSTEM. Cost to repair or replace underground facilities damaged as a result of incorrect locates shall be the responsibility of the VENDOR. The VENDOR shall be responsible for locating all DEPARTMENT owned

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communications infrastructure (including FOC) and electrical conductors within the ITS as requested by the Department. Billing and payment for locates must be based on linear footage located. All footages shall be validated by field photos when location of facilities is completed and the ticket has been closed as "clear or flagged." The VENDOR will be required to locate specific ITS facilities and document their findings within plan sets or another method approved by the DEPARTMENT's Project Manager.

4.3 General requirements for execution of work

The VENDOR is responsible for all labor, materials, and incidentals required to execute and complete the requirements of this CONTRACT including, but not limited to, the following:

1. Project management and contract administration,
2. Communications and coordination between the DEPARTMENT and the VENDOR,
3. Communications and coordination with other contractors and vendors,
4. Personnel requirements,
5. Project recordkeeping,
6. Device availability matrices,
7. TWO requirements for payment of services,
8. Status meetings, including meeting minutes and agendas,
9. Utility locate administration,
10. Preventive maintenance and routine maintenance,
11. Minor and major repairs and parts replacement (including warranties and replacement parts),
12. Material and equipment requirements,
13. Mobilization and MOT services
14. Special Project services
15. Inventory and Asset Management services
16. Warranty services
17. Utility coordination for network and/utility services,
18. Emergency power, and
19. Disaster reporting.

Device failures can be described as emergency, priority, and routine. Each failure type has specific requirements for acknowledgement and response times depending on the severity and extent that the failure impacts the operation of the SYSTEM. Liquidated damages shall be assessed for failure to acknowledge or respond to device failures as described in the CONTRACT. The VENDOR shall fully cooperate with all utility owners during activities such as, but not limited to, construction, installation, or repair associated with this CONTRACT. The VENDOR shall call Sunshine 811 a minimum of 48 hours

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and a maximum of 96 hours before any excavation work requiring locate services from member operators of Sunshine 811.

The VENDOR shall furnish and install all equipment and materials, and perform all work in accordance with all applicable standards and procedures. The VENDOR is responsible for ascertaining the exact location of all utilities prior to beginning work in an area. Utility locations as shown on DEPARTMENT plans are approximate and may not include all utilities. If any utility damages are incurred as a result of VENDOR'S operations, it shall be the VENDOR'S sole responsibility to repair such damages or bear the cost of repairs performed by others.

The VENDOR shall be responsible for coordinating and meeting with all utility companies having overhead or underground facilities in proximity with work performed under this CONTRACT. The VENDOR shall be responsible for determining and performing any needed SUE work.

The VENDOR shall be responsible for providing the DEPARTMENT with a detailed damage report after the occurrence of a disaster, natural or otherwise. This report shall include an individual site analysis including, but not limited to, the following information:

- Device location,
- Date and time of visit,
- Description of failure or issue and system impacts,
- Site conditions noted, i.e. submerged, structure down, no power,
- Photo documentation (digital only),
- Damaged parts list: type, model, and serial and control numbers,
- Needed parts list,
- Repair cost breakdown,
- General notes, and
- Schedule of repair duration.

The damage report by the VENDOR shall be per site and include all devices connected to the cabinet location. The VENDOR'S report shall include an Executive Summary and a Cost Summary including all parts necessary to re-establish the system in working order. The DEPARTMENT'S Project Manager shall establish time frames for damage reports to be delivered to the DEPARTMENT depending on the severity of the disaster.

4.3.1 Scheduling and Execution of Work

All work shall be scheduled with and approved by the DEPARTMENT'S Project Manager. The VENDOR shall work with the DEPARTMENT'S Project Manager under this CONTRACT to establish normally scheduled activities. Work not covered under the scope of agreed upon scheduled activities must be expressly authorized by the DEPARTMENT'S Project Manager.

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The VENDOR will be required to perform new field device and infrastructure installations, all SYSTEM support, routine and preventative maintenance, and failed or destroyed component replacement as needed by the DEPARTMENT. All services will be performed on a Task Work Order (TWO) basis.

The DEPARTMENT will issue TWO's to authorize the VENDOR to work on any and all services through MIMS. Work estimates will be prepared by the VENDOR for all TWO's and submitted to the DEPARTMENT's Contract manager for review and approval. The work estimates will include at a minimum: personnel, equipment and/or resources, documentation of work to be performed, travel requirements if outside the contract area, itemized cost breakdown, and work schedule. No work will be undertaken by the VENDOR unless it has been authorized in writing from the DEPARTMENT. Each TWO issued by the DEPARTMENT's Contract Manager through the MIMS system will serve as a formal notice-to-proceed and may include an effective time period for the particular TWO being issued.

4.3.2 Mobilization

Work under this contract will require movement of personnel, equipment, supplies, and incidentals. All preparatory work and operations for beginning work, including movement of personnel, equipment, supplies, and other incidentals for a project (one work order), must be authorized by the DEPARTMENT's Project Manager. Because of the unique nature of this contract and the work specified herein, the Department shall compensate the VENDOR based on a lump sum monthly cost (each month shall be 1/12 of the annual effort) at the amounts established under Exhibit "C", Contract Price Proposal. This cost shall be included in the monthly contract administration pay item.

4.3.3 Maintenance of Traffic

MOT shall include the planning, furnishing, installing, maintaining, and removing of traffic control and safety devices. The need for lane closures shall be determined on a case-by-case basis as requested by the VENDOR. Any request for a planned lane closure shall be submitted to the DEPARTMENT'S Project Manager two weeks in advance of the proposed lane(s) closure. The VENDOR will be given a notification list by the DEPARTMENT containing all contacts that shall be notified of the lane(s) closure by the VENDOR. The VENDOR shall coordinate MOT activity with regional transportation management center (RTMC) operations and any other governing operations center.

The VENDOR shall have at least one individual on its staff throughout the term of this CONTRACT with a Florida Advanced Maintenance of Traffic certification.

Because of the unique nature of this contract and the work specified herein, MOT shall be paid for according to the particular work level assigned. The level shall be determined by the DEPARTMENT Project Manager and assigned with each work order. In instances where no MOT operations are anticipated, there will be no MOT level assigned. The level shall be determined according to the following criteria:

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Level 1: Where at least a portion of the work assigned on the work order is to be performed off the roadway, but in close enough proximity to the traveled way to require signing, but does not require lane closure

Level 2: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of a rural or low volume urban two-lane, two way roadway (day work, flagging).

Level 3: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of a non-limited access, multi-lane divided or undivided roadway, such as a rural or urban state or United States (US) route (day or night work, off-duty law enforcement not required).

Level 4: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of a non-limited access, multi-lane divided or undivided roadway such as a rural or urban state or US route (day or night work, off-duty law enforcement required).

Level 5: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of a limited-access facility (Interstate or Turnpike), rural or lower volume urban (day or night work, off-duty law enforcement not required).

Level 6: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of one or more lanes of a multi-lane, divided or undivided roadway (Interstate or Florida's Turnpike), daylight or nighttime hours where off-duty law enforcement is required.

Level 7: This level may be used in conjunction with any of the above levels where additional signage or additional law enforcement are required to detour traffic around work zones to alternate roadways.

4.3.4 Warranty for Vendor Services and Materials

The VENDOR warrants to the DEPARTMENT that all services, materials, parts, and supplies furnished under this CONTRACT shall be free from defects in material or workmanship and in accordance with good trade practices and local, state, and federal codes.

The VENDOR guarantees that upon completion of the services required by the CONTRACT, the work areas shall be left in a clean, sanitary, and safe condition.

The VENDOR agrees that each job assignment performed will be reviewed and approved by the VENDOR'S Project Manager before the DEPARTMENT'S Project Manager is requested to approve and process invoices for payment.

The VENDOR will correct deficient work and replace defective material provided and supplied, or credit the DEPARTMENT for the inadequate services and materials. The

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DEPARTMENT'S Project Manager shall have the right to determine which course of correction must be taken.
Upon completion of a repair, the VENDOR shall warranty their work for a period of 90 calendar days from the date of acceptance by the DEPARTMENT. The VENDOR shall transfer manufacturer's warranties for parts and materials to the DEPARTMENT.

4.3.5 Lost, Stolen, or Damaged Department Owned Resources

The DEPARTMENT'S Project Manager will provide a list of DEPARTMENT owned resources for the VENDOR. The VENDOR shall acknowledge receipt and responsibility of the DEPARTMENT owned resources by executing a State of Florida Department of Transportation "Property Transfer Receipt" form.

A representative of the DEPARTMENT will inventory all DEPARTMENT owned resources annually. In the event DEPARTMENT owned resources have been lost, stolen, or damaged, and had been in exclusive possession and control of the VENDOR, the VENDOR will replace the DEPARTMENT owned resources before the end of the calendar year when the item(s) was known to be lost, stolen, or damaged. If the item is not directly replaceable due to non-availability of identical models, the VENDOR will replace the item with a functionally equal or better item or directly compensate the DEPARTMENT. The risk of loss to any equipment being repaired or replaced shall be the responsibility of the VENDOR having possession or control of the equipment at the time of the loss.

4.3.6 Use of Subcontractor(s) or Subconsultant(s)

The support of the SYSTEM may require a multi-disciplinary team made up of a prime VENDOR and subcontractors to successfully fulfill the obligations of this CONTRACT. The VENDOR must provide contact information for all subcontractors and indicate their areas of expertise and responsibility. Use of subcontractors must be coordinated with, and approved by, the DEPARTMENT's Project Manager.

4.4 Working Hours, On-call Responsibilities, Response Times, and Limitations

4.4.1 Standard Hours of Operation

The VENDOR shall have maintenance personnel available at all times including nights, weekends, and holidays. However, standard hours of operation are Monday through Friday from 8:00 a.m. – 5:00 p.m.

4.4.2 On-call Responsibilities

The VENDOR shall provide on-call staff at all times. On-call staff assignments shall be coordinated with the DEPARTMENT's Project Manager and clearly communicated to staff responsible for TMC operation. Qualified maintenance staff shall be on-call during weekends and statutory state holidays and at all times for the term of this CONTRACT to respond to calls and issues. The VENDOR shall be required to perform repairs and maintenance outside of normal business hours.

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4.5 Security and Safety Requirements

The VENDOR shall utilize proper safety measures to ensure the proper protection for persons and property at all times.

The VENDOR shall be responsible for ensuring that all equipment used is maintained in a safe and efficient manner in accordance with all local, state, and federal laws, safety organizations, regulations, and guidelines pertaining to providing the required services.

The VENDOR shall follow all safety requirements outlined in the National Electric Safety Code, OSHA, and any standards or practices for safe installation or maintenance of required equipment per this CONTRACT.

The VENDOR shall be responsible for any injury to person(s) or damage to property that occurs as a result of VENDOR activities under this CONTRACT. The VENDOR shall notify the DEPARTMENT immediately after any injury incurred by person(s) working under this CONTRACT.

At the conclusion of a workday, the VENDOR'S personnel must leave the work area free of safety hazards. The DEPARTMENT assumes no liability for any equipment or personal belongings or effects left unattended on DEPARTMENT property.

The VENDOR shall be solely responsible for the safety of all its personnel.

The VENDOR shall be solely responsible for maintaining the safety required and providing safety equipment and procedures for the protection of employees and the public throughout the area(s) where work is performed under this CONTRACT.

If any deficiency cause harm to life or property, or violate any rules or regulations such as, but not limited to, Americans with Disabilities Act, OSHA, or otherwise contained herein, the DEPARTMENT shall take immediate corrective action(s), and the VENDOR shall be responsible for the burden of any associated direct and/or indirect costs.

4.6 License and Insurance Qualifications

The VENDOR shall hold the licenses and certifications necessary to provide the services described in this CONTRACT in the counties specified and be required to submit proof of licenses and certifications prior to work being performed.

The VENDOR shall certify that skilled employees and/or subcontractor(s), who possess the necessary specialty licenses, as required by law to perform the work, shall provide the services being performed and provided by the VENDOR as described in this CONTRACT.

All records, insurance, and licenses must be current. The VENDOR must provide the DEPARTMENT’s Project Manager with evidence of current records, insurance, and licenses and copies must be kept on file in the RTMC for the duration of this CONTRACT and all renewals.

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4.7 Location of the work

The VENDOR shall be responsible for maintenance of all existing, under-construction, and future DEPARTMENT owned and operated SYSTEMS located in the following counties:

- Brevard, Volusia, Flagler, Seminole, Orange, Lake, Osceola, Sumter, Marion Counties as well as bordering Counties as needed.

4.7.1 Field Sites

The VENDOR is to provide maintenance services for components of the SYSTEM located at existing and future field sites throughout the geographic coverage area of the CONTRACT.

4.8 Required Qualifications

4.8.1 Staffing Requirements

Support of the SYSTEM will require a multi-disciplinary team. The following areas of expertise are considered to be the minimum necessary to successfully fulfill the obligations of this CONTRACT. Subcontractors submitted with the response are allowed.

- Project management / administration.
- Electrical trades.
- Electronic and electro-mechanical component diagnostics, troubleshooting, and repair.
- Computer hardware troubleshooting and repair.
- Local area network and wide area network design, operation, and maintenance.
- Ethernet, serial, and wireless communications.
- Networking and network protocols, including switching, routing, VLANs, OSPF, PIM, SNMP, IGMP, IGRP, DVMRP, DNS, etc.
- Computer applications / database management.
- Analog and digital video transmission.
- Fiber optic network configuration and administration.
- FOC termination, splicing, testing, and management.
- Installation, configuration, troubleshooting, and maintenance of analog and digital video equipment, network devices, DMS's, HAR systems, RWIS, RSU, WWD and vehicle detection systems (VDS).
- Programming and operation of traffic controllers.
- Grounding and surge protection systems and related equipment.
- Configuration management.
- Security devices for SYSTEM installations.
- Installation of ITS poles and structural supports according to DEPARTMENT procedures.
- MOT.
- Traffic Signal maintenance

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The VENDOR shall keep a staff of the required levels to respond to all requirements of this CONTRACT at all times during the term of the CONTRACT. The VENDOR shall have the option to provide the same dedicated maintenance staff on-site full-time in the DEPARTMENT'S designated location(s). The VENDOR shall develop a staffing plan indicating how absences and vacations will be covered, and the expected activities of each proposed staff member. The VENDOR shall provide suitable replacement staff during vacations or sick periods of primary staff.

The DEPARTMENT will conduct VENDOR performance reviews on an annual basis. When deficiencies are identified with VENDOR employees assigned to the CONTRACT, the VENDOR will immediately implement remedial action. Remedial actions may include further training of the employee, subdivision or reassignment of the employee, addition of staff, and removal of the employee from the CONTRACT. All VENDOR employees working on this CONTRACT are understood to be working under the direction and at the will of the DEPARTMENT Project Manager.

4.8.1.1 Maintenance Staff Location and Availability

VENDOR staff whose primary function is performing work associated with this CONTRACT shall be located within the geographic coverage area designated by the DEPARTMENT. The VENDOR shall supply additional skilled staff from other locations, as requested by the DEPARTMENT. The DEPARTMENT may provide work space at DEPARTMENT locations within the geographic coverage area at no cost. The VENDOR must coordinate staff locations and schedules with the DEPARTMENT's Project Manager.

4.8.1.2 Position Descriptions

The VENDOR-provided maintenance staff shall have the following minimum qualifications. The VENDOR and/or DEPARTMENT shall have the ability to add staff that is not defined herein, at any time under the terms of this CONTRACT, as requested by the project requirement and staffing needs change.

ITS Project Manager

The VENDOR shall designate an ITS Project Manager who shall respond to all authorizations for services to the SYSTEM under this CONTRACT. The VENDOR'S ITS Project Manager shall be responsible for all work necessary to provide for the general management, oversight, quality control, and administration of all CONTRACT activities and support personnel. The VENDOR'S ITS Project Manager ensures that the requirements of the CONTRACT are met on a daily basis at all times. The ITS Project Manager is responsible for ensuring that maintenance activities supporting the SYSTEM are in accordance with this CONTRACT, Standard Operating Procedures (SOP), protocols, and policies. The Department shall compensate the VENDOR based on a lump sum monthly cost (each month shall be 1/12 of the annual effort) at the amounts established under Exhibit "C", Contract Price Proposal. This cost shall be included in the monthly contract administration pay item.

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The responsibilities include, but are not limited to, the following:

- Provide oversight of all work performed under this CONTRACT.
- Follow direction set by the DEPARTMENT'S Project Manager.
- Perform project-related assignments to include the planning, organizing, and developing of complicated tasks as assigned by the DEPARTMENT.
- Direct oversight of project professionals and staff.
- Direct training and indoctrination of workers to improve performance and acquaint workers with CONTRACT requirements, policies, and procedures.
- Recommend changes, review progress, and approve work products for the Maintenance Program.
- Recommend ITS equipment specifications and assist in developing operating procedures for ITS devices.
- Requisition tools, spare parts, equipment, and supplies required for maintenance operations.
- Train assigned staff in proper work methods and techniques and in the set up and use of equipment.
- Monitor allocated budget for spare parts and supplies and manage spare parts consumption and usage to ensure that budget levels are met.
- Track project budget, inventory, and tasks assigned, and provide monthly updates, status of work, and cost summaries.
- Prepare and submit monthly invoices by tenth working day, progress reports and other documents by fifth working day of the month.
- Provide sufficient staff and resources for all tasks and activities throughout the duration of the CONTRACT.
- Ensure that maintenance staff have the required qualifications and background check documentation before being employed by the VENDOR.
- Meet on a bi-weekly basis with the DEPARTMENT'S Project Manager to review and discuss tasks completed during the previous week, task assignments for the current week, and two-week "look ahead" schedule;
- Provide summary minutes within one week after each meeting for review and approval by the DEPARTMENT.
- Coordinate activities of workers repairing, upgrading, modifying, or installing equipment or systems in order to improve existing equipment.
- Interact with the DEPARTMENT'S staff managers and consultants to review issues pertaining to equipment or systems performance and status.
- Attend meetings as directed by the DEPARTMENT to ongoing phase(s) of ITS construction meeting, utility coordination meeting, and others as directed; and
- Perform other tasks as assigned by the DEPARTMENT.

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Coordinator/Administrative Assistant

The Coordinator/Administrative Assistant position is responsible for supporting the VENDOR'S maintenance staff and DEPARTMENT'S Project Manager on day-to-day business matters regarding maintenance services and utility locate coordination. The Coordinator/Administrative Assistant shall possess, but not be limited, to the following qualifications:

- Supplies administrative support services to the maintenance staff and assumes the role as an administrative liaison with internal and/or external sources;
- Performs routine office or clerical support tasks according to well-established procedures. Examples of work performed may include sorting and distributing mail, photocopying, filing, posting or proofing data, or answering telephone calls and recorded messages;
- Work performed may also include composing routine correspondence, preparing routine reports, scheduling meetings or appointments, screening and directing incoming calls, providing information, maintaining files, or transcribing dictation;
- Prepares documents using Microsoft© applications; formats, proofs, edits for errors;
- Assists ITS Project Manager on the data entry of the inventory tracking database; and
- Performs other tasks as assigned by the DEPARTMENT.

ITS Maintenance Technician(s)

The ITS Maintenance Technician shall be responsible for installing, maintaining, and repairing ITS devices; assisting in the ITS design review and the development of SOP; and performing a variety of technical tasks related to their assigned area of responsibility. The ITS Maintenance Technician shall receive general supervision from the VENDOR'S ITS Project Manager and DEPARTMENT'S Project Manager. The technician shall document all work performed on all site conditions and daily activities.

The responsibilities and duties may include, but are not limited to, the following:

- Installs and maintains a wide variety of SYSTEM devices;
- Troubleshoots malfunctions; isolates defects and repairs devices and equipment using above ground equipment on high-speed, high-volume roads and freeways;
- Verifies proper device and system operation; conducts inspections and periodic preventive maintenance;
- Monitors ITS device operation through the use of a laptop computer in the field or a desktop computer in the TMC; uses SYSTEM software, both proprietary and nonproprietary; recommends and safely completes appropriate changes for effective SYSTEM operation;

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- Performs repair, removal, and replacement of poles, cabinets, controllers, and other equipment; repairs conduit and pull wires and cable, as needed; performs emergency repairs as needed;
- Modifies or updates existing SYSTEM devices and equipment to improve traffic flow;
- Reads diagrams, plan sets, manuals, and specifications for new installations and continual maintenance of SYSTEM devices; makes corrections to schematics and plan sets;
- Performs field and bench testing procedures on a variety of SYSTEM equipment; tests, troubleshoots, and repairs SYSTEM equipment to component level of micro processing systems; maintains and services a variety of test and repair equipment;
- Assists TMC network administrator with repairs and connection of intercommunication cable and related equipment;
- Documents work performed on all SYSTEM devices and daily activities; and
- Performs other tasks as assigned by the DEPARTMENT.

Electrician(s)

The SYSTEM Maintenance Electrician shall be responsible for installing, maintaining, and repairing electrical SYSTEM devices; assisting in SYSTEM design review and the development of SOPs; and performing a variety of technical tasks related to their assigned area of responsibility. The Electrician shall receive general supervision from the VENDOR'S ITS Project Manager and DEPARTMENT'S Project Manager. The electrician shall document and photograph the work performed on all site conditions and daily activities.

The responsibilities and duties may include, but are not limited to, the following:

- Directs and participates in a wide range of functional electrical tasks on SYSTEM components; isolates prime power malfunctions and coordinates repairs with power company; replaces power service points as needed;
- Performs field and bench testing procedures on a variety of SYSTEM and power equipment, such as automatic transfer switches, generators, load switches, power service assemblies, CCTV systems, VDS, DMSs, radio communication facilities, and others; tests, troubleshoots, and repairs SYSTEM equipment to component level of micro processing systems; maintains and services a variety of test and repair equipment;
- Installs and maintains a wide variety of SYSTEM devices;
- Troubleshoots malfunctions; isolates defects and repairs devices and equipment using a bucket truck on high-speed, high-volume roads and freeways; has exposure to electrical energy, high voltage, heat, cold, noise, dust, fumes, inclement weather conditions;
- Verifies proper device and system operation; conducts inspections and periodic preventive maintenance;

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- Monitors SYSTEM device operation (i.e. UPS input/out) through the use of a laptop computer in the field or a desktop computer in the TMC; uses sophisticated SYSTEM software, both proprietary and non-proprietary; recommends and safely completes appropriate changes for effective system operation;
- Performs repair, removal, and replacement of poles, cabinets, controllers, and other equipment; repairs conduit and pulls wires and cable, as needed; performs emergency repairs as needed;
- Reads diagrams, plan sets, manuals, and specifications for new installations and continual maintenance of SYSTEM devices; makes corrections to schematics and blueprints;
- Documents work performed on all SYSTEM devices and daily activities; and
- Performs other tasks as assigned by the DEPARTMENT.

Utility Technician(s)

The Utility Technician shall be responsible for identifying the underground location, delineating, and marking on the ground of existing utilities, per requests from 811, the VENDOR ITS Project Manager, or DEPARTMENT Project Manager. The utility locates shall include, but not be limited to, FOC backbone and drop cables, power cables, composite cables and all pull boxes (electrical/FOC) that constitute DEPARTMENT owned underground utilities. The Utility Technician shall also meet with parties requesting utility locates as necessary in the field to supplement marking SYSTEM

utilities. Whenever available, the Utility Technician shall assist with the installation, maintenance, and repair of SYSTEM devices. The Utility Technician shall be able to respond to emergency utility locate ticket(s) as requested by the VENDOR ITS Project Manager or the DEPARTMENT'S Project Manager. The Utility Technician shall document and photograph the work performed on all utility locating and daily activities.

Fiber Technician(s)

The Fiber Technician shall be responsible for troubleshooting and repairing or replacing patch panels, patch cables, splice enclosures, splice trays, splices, sno-shoes, optics, terminations (pigtails or buffer tube fan out kits), and any such items related to network and device connectivity.

Entry Level Traffic Signal Technician(s)

The Entry Level Traffic Signal Technician, with a minimum of 1 year of experience, shall be responsible for installing, maintaining, and repairing traffic signal cabinet equipment and devices; assisting in the Traffic Signal design review; assisting in the development of Standard Operating Procedures (SOP); and performing a variety of technical tasks. The Entry Level Traffic Signal Technician shall receive general supervision from the VENDORS'S Intelligent Transportation System (ITS) Project Manager, Lead Traffic Signal Technician, and Traffic Signal Technician. The Entry

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Level Traffic Signal Technician shall document all work performed on all site conditions and daily activities.

The responsibilities and duties may include, but are not limited to, the following:

• Assists with the installation, configuration, maintenance and troubleshooting of a wide variety of traffic signal cabinet equipment, components and devices; such as traffic signal controllers, MMU's, conflict monitors, vehicle detectors (e.g. inductive loops, video, magnetometer, microwave detectors), detector cards and racks, pedestrian crossing indicators, etc.

• Assists with troubleshooting malfunctions; identifies deficiencies, and repairs devices and equipment using sophisticated diagnostic equipment.

• Has a basic understanding of devices and traffic signal cabinet equipment operation; conducts periodic preventative maintenance as required.

• Assists with monitoring traffic signal device operation using a laptop computer in the field or a desktop computer in the TMC; using the Central System software, both proprietary and nonproprietary.

• Performs repair, removal, and replacement of cabinets controllers, and other equipment; repairs conduit and pull wires and cables, as needed; assists with performing emergency repairs as needed.

• Capable of reading diagrams, plan sets, manuals, and specifications for new installations and continual maintenance of traffic signal equipment and devices.

• Assists with performing field and bench testing procedures on a variety of traffic signal cabinet equipment; assists with testing, troubleshooting, and repairing equipment to component level of micro processing system.

• Assist with repairs and connection of intercommunication cable and related equipment

• Assists with performing the installation, maintenance, and repair of cabinet wiring, wiring to traffic signal heads, traffic controllers, and solid-state components per manufacturer's recommendations.

• Documents work performed on all traffic signal equipment and devices and daily activities

• Performs other tasks as assigned

Traffic Signal Technician(s)

The Traffic Signal Technician, with a minimum of 5 years of experience, shall be responsible for installing, maintaining, and repairing traffic signal cabinet equipment and devices; assisting in the Traffic Signal design review; assisting in the development of

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Standard Operating Procedures (SOP); and performing a variety of technical tasks. The Traffic Signal Technician shall conduct all activities under the direct supervision from the VENDORS'S Intelligent Transportation System (ITS) Project Manager and Lead Traffic Signal Technician. The Traffic Signal Technician shall document all work performed on all site conditions and daily activities.

The responsibilities and duties may include, but are not limited to, the following:

• Assists with the installation, configuration, maintenance and troubleshooting of a wide variety of traffic signal cabinet equipment, components and devices; such as traffic signal controllers, MMU's, conflict monitors, vehicle detectors (e.g. inductive loops, video, magnetometer, microwave detectors), detector cards and racks, pedestrian crossing indicators, etc.

• Assists with troubleshooting malfunctions; identifies deficiencies, and repairs devices and equipment using sophisticated diagnostic equipment

• Understands and verifies proper device and traffic signal cabinet equipment operation; conducts inspections and periodic preventative maintenance as required

• Assists with monitoring traffic signal device operation using a laptop computer in the field or a desktop computer in the TMC; using the Central System software, both proprietary and nonproprietary

• Performs repair, removal, and replacement of cabinets controllers, and other equipment; repairs conduit and pull wires and cables, as needed; assists with performing emergency repairs as needed

• Modifies or updates existing traffic signal devices and equipment to improve traffic flow as required

• Reads diagrams, plan sets, manuals, and specifications for new installations and continual maintenance of traffic signal equipment and devices

• Performs field and bench testing procedures on a variety of traffic signal cabinet equipment; tests, troubleshoots, and repairs equipment to component level of micro processing system; maintains and services a variety of test and repair equipment

• Assist with repairs and connection of intercommunication cable and related equipment

• Assists with troubleshooting of processors, computer hardware and software associated with a traffic signal system; including applications and configuration

• Performs installation, maintenance, and repair of cabinet wiring, wiring to traffic signal heads, traffic controllers, and solid-state components per manufacturer's recommendations

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• Documents work performed on all traffic signal equipment and devices and daily activities

• Performs other tasks as assigned

Lead Traffic Signal Technician(s)

The Lead Traffic Signal Technician, with a minimum of 10 years of experience, shall be responsible for installing, maintaining, and repairing traffic signal cabinet equipment and devices; assisting in the Traffic Signal design review; the development of Standard Operating Procedures (SOP); and performing a variety of technical tasks. The Lead Traffic Signal Technician shall receive general supervision from the VENDORS'S Intelligent Transportation System (ITS) Project Manager and DEPARTMENT'S Project Manager. The Lead Traffic Signal Technician shall document all work performed on all site conditions and daily activities.

The responsibilities and duties may include, but are not limited to, the following:

• Installs, configures, maintains and troubleshoots a wide variety of traffic signal cabinet equipment, components and devices; such as traffic signal controllers, MMU's, conflict monitors, vehicle detectors (e.g. inductive loops, video, magnetometer, microwave detectors), detector cards and racks, pedestrian crossing indicators, etc.

• Troubleshoots malfunctions; identifies deficiencies, and repairs devices and equipment using sophisticated diagnostic equipment.

• Understands and verifies proper device and traffic signal cabinet equipment operation; conducts inspections and periodic preventative maintenance as required

• Monitors traffic signal device operation using a laptop computer in the field or a desktop computer in the TMC; using the Central System software, both proprietary and nonproprietary; recommends and safely completes appropriate changes for effective system operation;

• Performs repair, removal, and replacement of cabinets controllers, and other equipment; repairs conduit and pull wires and cables, as needed; performs emergency repairs as needed.

• Modifies or updates existing traffic signal devices and equipment to improve traffic flow as required.

• Reads diagrams, plan sets, manuals, and specifications for new installations and continual maintenance of traffic signal equipment and devices; makes corrections to schematics and plan sets as required.

• Performs field and bench testing procedures on a variety of traffic signal cabinet equipment; tests, troubleshoots, and repairs equipment to component level of micro processing system; maintains and services a variety of test and repair equipment.

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• Provides repairs and connection of intercommunication cable and related equipment under the direct supervision on the ITS Project Manager

• Provides knowledge and troubleshooting of processors, computer hardware and software associated with a traffic signal system; including applications and configuration;

• Performs installation, maintenance, and repair of cabinet wiring, wiring to traffic signal heads, traffic controllers, and solid-state components per manufacturer's recommendations;

• Documents work performed on all traffic signal equipment and devices and daily activities; and

• Performs other tasks as assigned by the DEPARTMENT

4.8.1.3 General Appearance and Conduct

VENDOR staff shall exercise good judgment in carrying out their duties and conduct themselves in such a manner that will reflect favorably upon the DEPARTMENT. The DEPARTMENT reserves the right to require removal of any VENDOR employee from this CONTRACT who cannot perform their duties to the satisfaction of the DEPARTMENT or damages the reputation of the DEPARTMENT and/or the VENDOR.

Uniforms

VENDOR staff will wear clean and neat uniforms at the start of each shift. VENDOR staff shall be required to wear a picture ID issued or approved by the DEPARMENT. Uniforms are required for all maintenance and support staff and must include company logos to assist the DEPARTMENT and Florida Highway Patrol in identifying authorized personnel at the TMC and at roadside work locations.

4.8.1.4 Training

The VENDOR shall provide qualified instructors and all materials for training VENDOR staff in the maintenance, operation, and troubleshooting of equipment, hardware, software, and firmware for all SYSTEM devices. DEPARTMENT staff may participate in training with VENDOR staff. Training shall be conducted on an as-needed basis and shall consist of formal classroom lectures as well as "hands-on" training that consists of working with actual equipment and testing of SYSTEM devices and the entire SYSTEM.

4.8.2 Personnel Vetting

During the term of the CONTRACT, the VENDOR shall provide resumes of all proposed primary maintenance staff and all new hires along with certification or documentation of the following: drug test results, criminal background check, drivers' licenses, and other information for approval prior to hiring.

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4.8.2.1 Background Check

Each of the VENDOR'S staff assigned to service this CONTRACT and SYSTEM must pass a SLERS background check to access the TMC for repair and coordination/progress meetings. The VENDOR shall provide the DEPARTMENT's Project Manager with proper documentation, and the DEPARTMENT will coordinate the SLERS background check with the Florida Highway Patrol. It will be the responsibility of the VENDOR'S ITS Project Manager to ensure coordination of the background checks for the term of this CONTRACT.

The DEPARTMENT and VENDOR reserve the right to reject any staff prior to being assigned duties.

4.8.2.2 Criminal Record Check

Individuals with felony conviction records shall not be hired. A criminal history record check shall be conducted by an approved DEPARTMENT agency and shall be provided by the VENDOR to the DEPARTMENT for each employee before hire or access to the TMC. These criminal record checks shall go back as far as the employee's birth. The VENDOR shall perform criminal checks annually for all VENDOR staff. Additionally, the DEPARTMENT may elect to have VENDOR perform periodic criminal record checks on VENDOR staff.

4.8.2.3 Drug-Free Workplace Certification

The VENDOR shall provide proof, by a licensed medical practitioner or technician, that all VENDOR staff is drug-free in accordance with Section 112.0455, *Florida Statutes*, prior to beginning operations. The VENDOR shall submit the proof described above for staff every year thereafter.

4.9 Materials to be Furnished

All equipment and component parts that are furnished will be new, unused and will meet all requirements of this CONTRACT, and will be in operable condition at the time of delivery. All parts will be of high quality workmanship and no part or attachment will be applied contrary to the manufacturer's recommendations or standard practice. If authorized by the DEPARTMENT, cannibalized parts from damaged DEPARTMENT equipment may be used if it does not affect a warranty.

4.9.1 Vendor Facilities

The VENDOR will maintain and store the DEPARTMENT's SYSTEM equipment or spare parts, in a location approved by the DEPARTMENT's Project Manager. This location will be marked specifically for this CONTRACT and will not be used for any other purposes. This location will be Temperature and Humidity Controlled, provide restricted access (Log in/out of personnel), require logging in and out of parts and equipment by individual, and be separate from any other warehouse area. A copy of the checkout procedures is required to be presented to the DEPARTMENT for approval.

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Parts or equipment to be stored outside the DEPARTMENT's storage area will be authorized by the DEPARTMENT's Project Manager; by default all spare parts or equipment not installed and operating will be stored at the storage area dedicated to this project as approved by the DEPARTMENT's Project Manager. The VENDOR will use MIMS to maintain and have readily available an up-to-date inventory of all the DEPARTMENT's equipment and/or parts that are under the VENDOR's supervision. Upon request, the VENDOR must be able to produce individual devices shown on the inventory within 15 minutes of request or replace with a new device at no cost to the DEPARTMENT. If the DEPARTMENT chooses to do so, it will be the responsibility of the VENDOR to pick up parts as needed under the terms of this CONTRACT and adhere to the response times as listed in this CONTRACT.

4.9.2 RTMC Devices, Field Devices, and other Hardware

All equipment and component parts that are furnished will be new, unused, will meet all requirements of this CONTRACT, and will be in operable condition at the time of delivery. All parts will be of high-quality workmanship and no part or attachment will be applied contrary to the manufacturer's recommendations or standard practice. If authorized by the DEPARTMENT, working parts recovered from damaged DEPARTMENT equipment may be used if such use does not negatively impact the warranty of equipment in which it is installed.

The following is a listing of typical TMC and Field Devices currently in use: CCTVs, MVDS and Other Detectors, DMS, ADMS, , Blank Out Signs (BOS), Load switches, MMU, Signal Heads, RSU, Field Managed Ethernet switches, Layer 3 Switches, UPS, RPM, Media Converters, Cyber Key Authorizers, Cyber Locks, Diesel Generators, Transformers, Video Encoders, Port Servers, Loop Cards and Controllers, Switch Optics, Preemption Devices and Automatic Transfer Switches. This list is not all inclusive.

Inventory Levels of Spare Parts and Equipment is required to ensure that the service restoration timeframes of this contract will be met.

4.9.3 Software

The VENDOR is expected to use, purchase, or have the following software available for the performance of work described in the contract: Maintenance and Inventory Management System (MIMS), ITS Facility Management (ITSFM), SunGuide, NOEMI, SIIA, MMA, Vendor Master Software (MVDS, CCTV, DMS, Terminal Server) and Generator Software. This list is not inclusive and may be expanded as needed.

4.9.4 Incidental Materials

The VENDOR shall be responsible for providing incidental materials that are necessary to perform the general nature of work described in this CONTRACT.

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4.9.5 Equipment, Machinery, Tools, and Vehicles

The VENDOR shall provide on-site equipment including, but not limited to, bucket trucks, cranes, inspection/maintenance trucks/vehicles, field engineering equipment, air compressor, machinery, tools, materials, cellular phones, and other equipment necessary to perform the service required under this CONTRACT.

The VENDOR shall provide a bucket truck capable of reaching a minimum height of 40 feet for regular use under this CONTRACT. In addition, the VENDOR shall be able to provide a bucket truck capable of reaching 55 feet within 24 hours of request by the DEPARTMENT'S Project Manager.

The VENDOR shall provide maintenance and inspection vehicles for the ITS Project Manager, ITS Maintenance Technician(s), Electrician, and Utility Technician. The VENDOR shall provide the availability of an environmentally controlled van or trailer accustomed for conducting fiber optic fusing splicing and other similar type of work inside the van or trailer, within 48 hours of the request of the DEPARTMENT'S Project Manager. All vehicle(s) shall have sufficient towing and hauling capabilities to carry out the tasks specified in this CONTRACT.

VENDOR logos shall be required on vehicles and equipment dedicated for use and performance of work under this CONTRACT. VENDOR vehicles that are regularly used to perform work under the CONTRACT must have the following markings: VENDOR logo and any other safety messages required for vehicles stopping on limited-access facilities to conform to all safety agency regulations. Vehicles shall be outfitted with the appropriate strobe and safety lights required to perform their field duties.

The VENDOR shall be responsible to provide a new laptop computer with docking station for each primary maintenance staff. The laptop shall be compatible with the TMC network. Computers and individuals using DEPARTMENT technology resources shall comply with the Security and Use of Information Technology Resources policy of the DEPARTMENT.

The VENDOR shall be responsible to provide a minimum of two (2) smartphones to field personnel capable of scanning and processing information through integration with an existing commercial-off-the-shelf Radio Frequency Identification (RFID) technology solution, as provided by the DEPARTMENT. These devices must incorporate the latest version of either the iOS or Android operating system.

The cost of the machinery, equipment tools, and vehicles including, but not limited to pliers, multi-meters, crimp tools, Ethernet packet sniffers, hammers, shovels, battery or electrical power tools, laptop computers, video monitors, vehicles, etc., shall be the VENDOR'S responsibility. The VENDOR shall be responsible for maintaining their equipment, machinery, tools, and vehicles, and all fixed and recurring costs for these items throughout the term of this CONTRACT.

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All measurement equipment and tools shall be calibrated by the manufacturer's certified calibrator and be calibrated on the frequency required by the manufacturer. These equipment and tools include, but are not limited to:

- OTDR,
- Oscilloscopes,
- Waveform and video generators,
- Multi-meters, and
- Earth ground testers,
- Visibility Sensors

The VENDOR shall have a set of the following basic network troubleshooting tools for all field vehicles that will be deployed for any incidents:

- Light Meter and Source
- OTDR (40 km range is suitable for most cases)
- Visual Fault Locator
- Fiber Cleaners (Connector and Bulkhead)
- Ethernet – Cat 5e or higher continuity tester
- Ethernet – Spare patch cables 5 ft or 7 ft (preferred)
- Ethernet – Cable crimping kit with ends
- Electrical – Multimeter with a 600v minimum rating

The DEPARTMENT may, at its sole discretion, provide certain maintenance and measurement tools/equipment for the VENDOR to use under this CONTRACT.

The VENDOR shall maintain and inventory all equipment and tools associated with this CONTRACT, including items provided by the DEPARTMENT. The VENDOR shall ensure that all warranties remain valid on all equipment and that they are properly calibrated for the duration of the CONTRACT.

4.9.5.1 Control of Equipment

The VENDOR shall maintain and store equipment associated with this CONTRACT at the TMC or other location(s) approved by DEPARTMENT'S Project Manager. Storage locations shall be marked specifically for this CONTRACT and shall not be used for any other purposes. Parts or equipment to be stored outside the DEPARTMENT'S storage area shall be authorized by DEPARTMENT'S Project Manager; by default all spare parts or equipment not installed and operating shall be stored at the storage area dedicated to this project as approved by DEPARTMENT'S Project Manager. The VENDOR shall secure a new storage container(s), as necessary, under this CONTRACT to store spare parts at the location(s) designated by the DEPARTMENT. The DEPARTMENT may

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elect for the VENDOR to pick-up and deliver parts as needed to locations in the geographic coverage area of this CONTRACT.

4.10 Criteria for Performance Evaluation (Performance Measures)

Throughout the term of the CONTRACT, the DEPARTMENT will conduct reviews of various phases of the VENDOR'S operations to determine compliance with the CONTRACT and the sufficiency with which control procedures are applied to assure activities are in conformity with CONTRACT provisions and DEPARTMENT procedures. Activities include system availability (uptime), data management, and general performance measures.

Immediate remedial action is required for deficiencies to correct work that is not at the level of accepted performance. Failures to correct deficiencies shall result in assessment of liquidated damages.

4.10.1 Staff Performance

VENDOR staff performance will be reviewed with regard to work quality, professionalism, reliability, and punctuality, and other performance assessments consistent with DEPARTMENT policy.

4.10.2 Availability

The VENDOR will be evaluated with respect to overall responsiveness to DEPARMENT requests. Response times longer than those agreed upon between the VENDOR and the DEPARTMENT or instances when the DEPARTMENT is unable to reach the VENDOR to request services under this CONTRACT will negatively impact evaluation of availability.

4.10.2.1 Staff Availability

VENDOR staff assigned to this CONTRACT will be evaluated with respect to reliability and responsiveness.

4.10.2.2 Response Times

Response times shall be determined by work priority as defined below:

Work Priority	Description
EMERGENCY	Any SYSTEM infrastructure item that is in a condition that is unsafe and/or may present a life-threatening condition, such as structural failure or potential structure failure due to incident or weather damage, system-wide outage, DMS message being stuck on a sign, fiber cuts, electrical risks, or potential fire risks. For signal repairs such as signal in flash or other issues with the display of phasing, signal knockdowns, cabinet knockdowns. Also included is any other response deemed an emergency by the DEPARTMENT'S Project Manager

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Work Priority	Description
URGENT	Any SYSTEM component that results in more than one device being down or unusable by the TMC or creates the potential for a system-wide outage. For signal repairs stuck pedestrian buttons or critical detection failure. Also included is any other response deemed urgent by the DEPARTMENT'S Project Manager.
PRIORITY	Any SYSTEM infrastructure or component service request for general service or installation as deemed a priority by the DEPARTMENT'S Project Manager.
ROUTINE	All other calls.

Work Priority	Response Time
EMERGENCY	En-route in 1 hour (24x7x365) to site.
URGENT	En-route in 3 hours (24x7x365) to site.
PRIORITY	En-route 6 Hours (24x7x365) to site.
ROUTINE	Next Business Day (DOT Holidays Excluded)

4.10.3 Repair Times

The following are the minimum repair times for the devices indicated. CCTV – 24 hours, MVDS – 48 hours, DMS – 24 hours.

5 SERVICES/MATERIALS PROVIDED BY THE DEPARTMENT

Department Contract Management, coordination, access to facilities, reviews, and existing reports/studies will be provided by the DEPARTMENT.

5.1 Contract Management

The DEPARTMENT will assign a Project Manager to be responsible for coordination with the VENDOR and the direct management of their personnel as required performing work on behalf of the DEPARTMENT under this CONTRACT.

5.2 Coordination

The DEPARTMENT Project Manager will assist the VENDOR with coordination of activities and maintenance activities with other stakeholders and work performed on behalf of the DEPARTMENT under this CONTRACT.

5.3 Access to Facilities

The DEPARTMENT will provide access to DEPARTMENT facilities and resources in accordance with DEPARTMENT policies and procedures.

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5.4 Spare Parts and incidental materials

The DEPARTMENT may choose to directly purchase SYSTEM devices, parts, and other materials. The VENDOR will take full responsibility for safeguarding materials provided by the DEPARTMENT in accordance with the requirements of this CONTRACT.

6 Contract Monitoring/Progress Reporting/Coordination

The DEPARTMENT will use VENDOR reports and periodic contact with the VENDOR to monitor the contract and VENDOR compliance with agreement terms and conditions, applicable laws, and regulations. Contract monitoring will also be used to verify that activities are being or have been performed in accordance with this agreement; that deliverables have been completed; that funds have been accounted for and used appropriately; and that the goals and objectives of this CONTRACT are being met by the VENDOR. The VENDOR is required to develop and maintain a two-week "look ahead" schedule to assist with coordination and monitoring of work performed under the CONTRACT. Coordinate the format of the schedule and the frequency of updates with the DEPARTMENT Project Manager.

6.1 Status Reports

The VENDOR shall use MIMS to maintain complete and accurate records for all SYSTEM maintenance activities and any other events relating to the CONTRACT.

Any project records, files, and equipment owned by the DEPARTMENT shall be delivered to the DEPARTMENT within 30 calendar days prior to submittal of the final invoice by the VENDOR. Final payment shall not be rendered by the DEPARTMENT until all of the conditions of the CONTRACT have been met.

The VENDOR shall us MIMS to keep a documented log of each and every asset and device location. Preventive and routine maintenance, repair logs, parts replacement, special notes, recommendations, and equipment warranty records (if available) shall be included as part of the asset and device logs.

Device records, at a minimum, shall include, but not be limited, to the following:

- Device location;
- Date and time of failure;
- Description of failure or issue and impacts;
- Report of failure source;
- Technician responding;
- Arrival time at device location;
- Site conditions noted, i.e., weather, accident, or fire;
- Actions taken (successful or otherwise);
- Date and time of resolution;

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- Spare parts used: type, model, serial, and control number;
- Photo documentation (digital only);
- Replaced parts: type, model, serial, and control number;
- Action for replaced parts, i.e., in-house repair or return to factory; and
- General notes.

It shall be the VENDOR'S responsibility to maintain complete and accurate records of all work activities and all other events relating to this CONTRACT. Project records shall include, but not be limited to, such items as status reports, meeting notes, cost proposals, invoices, current, and historical inventory records, locate tickets and reports, updated as-built plans, time sheets, and VENDOR'S staff records. Project files shall contain all correspondence to and from the VENDOR and subcontractors; consultants; manufacturers; equipment vendors; local, state, and federal agencies; etc., as related to this CONTRACT. These files shall also include all materials information obtained by or given to the VENDOR. All records shall be categorized and organized by date, activity, and subject. Paper documentation shall be scanned into an electronic format and become part of an electronic document repository for the CONTRACT.

The project files shall be established such that they can be delivered to the DEPARTMENT'S Project Manager.

6.1.1 Bi-Weekly Report and Status Meetings

The VENDOR shall prepare and have available for viewing at the request of the DEPARTMENT a bi-weekly status report describing all activities to the DEPARTMENT'S Project Manager. The bi-weekly status reports will be reviewed at the bi-weekly status meeting by the VENDOR and the DEPARTMENT, and shall commence at CONTRACT Notice to Proceed (NTP) and shall continue for the duration of the CONTRACT. This report shall include descriptions of all services performed and results of testing conducted during the report period. This report shall also document and certify that all work has been completed in accordance with manufacturer's specifications or as directed by the DEPARTMENTS Project Manager. The report format shall be coordinated with the DEPARTMENT Project Manager. The report shall be a collection of events, data, calculations, decisions, instructions, notifications, circumstances, and work performed each day during the CONTRACT period. The bi-weekly status report shall include, but not be limited to, the following information:

- Ticket Summary Including:
  - Device location;
  - Date and time of equipment failures identified/reported;
  - Description of failure or issue and impacts;
  - Technician responding;
  - Arrival and departure times;
  - Site conditions noted, i.e., weather, accident, or fire;

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- Actions taken (successful or otherwise);
- Date and time of resolution;
- Parts used: type, model, serial, and control number;
- Photo documentation (digital only);
- Action for replaced parts, i.e., in-house repair or return to factory;

- Preventive Maintenance Schedule/Progress
- Generator Status
- Warranty Period Remaining Evaluation
- ITSFM, NOEMI, NJUNS, SIIA Status
- General notes.

6.2 Transition Plan

The VENDOR shall be responsible for developing a Transition Plan and submitting it for approval to the DEPARTMENT's Project Manager within 30 days after CONTRACT execution date. The transition plan shall detail how the VENDOR will work with the current service provider to ensure a seamless transfer of maintenance service and to ensure continuous (24x7x265) system operation and functionality of all components of the SYSTEM. The transition period will occur from the time of this CONTRACT execution until the time the previous contract expires.

6.3 Project Management Plan

The VENDOR shall be responsible for creating the Project Management Plan and submitting it for approval to the DEPARTMENT'S Project Manager within 30 days after CONTRACT NTP. The Project Management Plan shall include, but not be limited to, the VENDOR'S staffing plan, hiring plan, tiered staff support plan, hurricane evacuation plan, emergency response plan, generator maintenance and refuelling plan, and vehicle maintenance plan.

6.4 Standard Operating Procedures

The VENDOR shall be responsible for developing, maintaining, and further refining SOP for maintenance services and submitting the SOP to the DEPARTMENT'S Project Manager for approval within 60 days after CONTRACT notice to proceed. The SOP shall establish guidelines and procedures for maintenance responsibilities and create an atmosphere conducive to teamwork, accuracy, consistency, and professionalism. At a minimum, the SOP will be reviewed every year, and recommended updates must be submitted to the DEPARTMENT'S Project Manager for review and approval.

7 SUBMITTALS/DELIVERABLES

MIMS Tickets shall be issued through the MIMS System and will serve as the Task Work Order's (TWO's) for any and all work authorized and performed under this contract.

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7.1 Estimates

Estimates shall be submitted on request and attached in the MIMS Ticket for approval prior to receiving approval to begin work.

7.2 Replacement Equipment Submittal

All requests to purchase replacement equipment shall be submitted in the MIMS Ticket for approval prior to ordering.

7.3 Maintenance Documentation

All documentation of action taken shall be entered into the MIMS Ticket prior to resolving the ticket.

7.3.1 Maintenance Checklists

Preventative Maintenance Checklists shall be submitted for approval by the DEPARTMENT within 30 days of NTP. Completed checklists shall be maintained by the VENDOR and subject to review at the request of the DEPARTMENT.

7.3.2 Maintenance Logs

All maintenance activities shall be logged in the MIMS Ticket.

7.3.3 As-Built Plans

The VENDOR shall keep a current copy of all as-built plans through the duration of this contract.

8 WORK AUTHORIZATION AND COMPENSATION

Work authorization and compensation is described in the attached EXHIBIT"B," METHOD OF COMPENSATION.

9 FINANCIAL CONSEQUENCES

9.1 Liquidated Damages

This CONTRACT contains liquidated damages. The VENDOR acknowledges that failure to complete the services by the completion date designated on the CONTRACT document or TWO or meet up-time requirements shall cause the DEPARTMENT to incur damages and seek compensation.

Therefore, in the event the VENDOR fails to complete services by the completion dates designated in the CONTRACT or TWOs, the DEPARTMENT shall exercise the remedy of liquidated damages against the VENDOR, in the amount of $150.00 per day for each calendar day after the designated completion date that the VENDOR fails to complete the services. If the DEPARTMENT allows the VENDOR to continue and finish the services or any part of the services after the expiration of the time allowed, then the

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DEPARTMENT'S action shall in no way act as a waiver on the part of the DEPARTMENT of the liquidated damages due under this CONTRACT. The Vendor shall pay said sum to the DEPARTMENT not as a penalty, but as liquidated damages.

Additionally, the VENDOR is required to certify that ITS components have been maintained in conformance with the device manufacturer recommendations and that warranties remain in effect.

9.2 Other Financial Consequences

It is recognized that this CONTRACT includes "performance based" criteria that shall be evaluated periodically by the DEPARTMENT.

For occurrences where the DEPARTMENT determines that the VENDOR does not meet or exceed the performance standards established herein, the DEPARTMENT shall reserve the right to assess penalties that shall be deducted from the VENDOR'S monthly invoice.

Infractions that will result in invoice payment reductions for nonperformance shall include, but are not limited to:

- Not providing the Preventive Maintenance Plan Schedule when required - $250.00 per occurrence, per day.
- Not providing the maintenance logs when required - $75.00 per occurrence, per day.
- Not conducting preventive maintenance on time and as required - $100.00 per occurrence, per day.
- Not meeting the diagnostic services response times - $75.00 per occurrence, per hour.
- Not meeting response times - $75.00 per occurrence, per hour.
- Not fulfilling warranty requirements - $250.00 per occurrence, per device.
- Not performing an authorized task within the specific time - $75.00 per occurrence, per day.
- Not providing proper level of staffing required - $100.00 per occurrence.
- Not meeting dress code - $75.00 per occurrence.
- Not meeting required inventory levels - $100.00 per occurrence, per day.
- Not submitting progress reports on time - $100.00 per occurrence, per day.
- Not providing the required equipment within 24 hours of the DEPARTMENT'S request - $250.00 per occurrence, per day.
- Not keeping generators fueled - $100.00 per site, per day.
- Not repairing critical loops by the end of the next business day - $250.00 per occurrence, per day.

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- Not restoring a signal in flash to normal operations within 4 hours - $250.00 per occurrence, per day
- Not safe up a signal or controller hit within 4 hours - $250.00 per occurrence, per day
- Not restoring a signal or controller hit with a temporary solution within 1 week - $250.00 per occurrence, per day

The list above is not inclusive of all non-performance that causes payment reductions. For any non-performance infractions not specifically listed above, the DEPARTMENT will notify the VENDOR and add the infraction(s) and assign a payment reduction between the amounts of $75.00 and $250.00 per event depending on the severity of the infraction, as determined by the DEPARTMENT.

Application of this non-performance reduction in payment will not waive the DEPARTMENT'S right to terminate this CONTRACT in the interest of the DEPARTMENT.

9.3 Invoice Payment Reductions

The DEPARTMENT shall reduce invoice payments in order to assess penalties as a result of poor VENDOR performance.

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BEG78

EXHIBIT "B"
METHOD OF COMPENSATION

District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District Five

RFP-DOT-24-5004-ITS

1.0 PURPOSE:

This Exhibit defines the limits of compensation to be made to the Vendor for the services set forth in Exhibit "A", Scope of Services, and the method by which payments shall be made.

2.0 ASSIGNMENT OF WORK:

The Department shall request Vendor services on an as-needed basis. A "Task Work Order" (TWO) will be issued by the Department's Project Manager to authorize all work assigned under this contract. The services authorized shall be initiated and completed in accordance with Exhibit "A", Scope of Services, as directed by the Project Manager.

3.0 COMPENSATION:

For the satisfactory performance of services detailed in Exhibit "A", Scope of Services, the Vendor shall be paid up to a Maximum Limiting Amount of $9,000,000.00. It is agreed that this amount will be the limit of all compensation due the Vendor for performance of the services described in Exhibit "A", Scope of Services. The Vendor shall not provide services that exceed the maximum limiting amount without an approved Amendment from the Department.

The total amount of this agreement is expected to be funded by multiple appropriations and the State of Florida's performance and obligation to pay under this contract is contingent upon annual appropriation by the Legislature.

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Currently, $950,000.00 of the total amount has been approved and encumbered for this contract. Therefore, it is agreed that the Vendor will not be obligated to perform services nor incur costs which would result in exceeding the funding currently approved, nor will the Department be obligated to reimburse the Vendor for costs or make payments in excess of currently established funding. The Department will provide written authorization if and when subsequent funding is approved and encumbered for this contract.

4.0 ESTABLISHMENT OF TASK WORK ORDER (TWO) AMOUNT:

4.1 – ROUTINE, RECURRING SERVICES: The Project Manager may issue a general services TWO for routine, recurring general support services (routine preventative maintenance, diagnostic and troubleshooting services, repairs, and locates, etc.). The TWO shall provide a maximum limiting dollar amount for the services to be performed during the period of time specified in the TWO. The Vendor will only be paid for the actual work completed and will not be paid for work in excess of the maximum limiting amount specified in the associated TWO unless an amendment is issued to the TWO prior to the performance of those services. All work authorizations shall be completed within the term of this Agreement.

4.2 – PROJECT SPECIFIC: For each "Task Work Order" (TWO) the Vendor, following the Scope of Services as set forth in Exhibit "A", Scope of Services, shall prepare an estimate of work and price based on the unit prices established in Exhibit "C", PRICE PROPOSAL FORM, and allowable expenses. Once an acceptable Maximum Amount has been agreed upon by the Vendor and the Department's Project Manager, a "Task Work Order" shall be issued by the Project Manager specifying the work to be done, the timeframe, and the maximum dollar amount for the Task Work Order. The Vendor will only be paid for the actual work completed and will not be paid for work in excess of the maximum limiting amount specified in the associated TWO unless an amendment is issued to the TWO prior to the performance of those services. All work authorizations shall be completed within the term of this Agreement.

5.0 DETAILS OF UNIT PRICES

Details of the Vendor’s Unit Prices for the delivery/performance of the items and services set forth in Exhibit "A", Scope of Services are contained in Exhibit "C", PRICE PROPOSAL FORM, attached hereto and made a part hereof. The contract unit prices shall be firm, net, delivered prices, F.O.B. destination, and shall include all charges for

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packing, handling, freight, distribution, and inside delivery, as well as the costs of salaries, overhead, fringe benefits, operating margin, and any fees or administrative costs related to the items provided and/or the work performed.

Equipment, materials, vehicles, tools, etc. necessary to perform maintenance, locates, parts/equipment replacement, and troubleshooting/diagnostic services are incidental and shall be included in the contract unit prices unless stated otherwise in a TWO. The Vendor will not be allowed a mark-up on the costs of any incidental materials or equipment as those costs are included in the contract unit prices. No additional compensation will be made for preventative and/or routine maintenance activities performed at night.

6.0 PROGRESS PAYMENTS:

The Vendor shall submit monthly invoices (3 copies) in a format acceptable to the Department. For the satisfactory **performance** of the services detailed in each TWO, the Vendor shall be paid up to the Maximum Amount of each Authorization. Payment shall be made, for the items and services provided, at the unit prices specified in Exhibit "C", PRICE PROPOSAL FORM, as approved by the Department.

Payment for expenses shall be made on the basis of actual allowable cost incurred as authorized and approved by the Department. Allowable costs should be task related and not include items normally associated with overhead which is part of the billable rates. **Invoice shall include documentation of hours provided and itemization of costs incurred (including receipts).** Bills for travel expenses authorized by the terms of this Agreement and the Department's Project Manager and shall be submitted in accordance with Section 112.061, Florida Statute.

Invoices shall be submitted to: Florida Department of Transportation

Attn: Lorena Cucek

4975 Wilson Road

Sanford, Florida 32771

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The Vendor has certified that 0% MBE/DBE utilization would be achieved for this contract. If MBE utilization was certified by the Vendor, an MBE payment certification form shall be submitted with each invoice to verify the MBE utilization.

If DBE utilization was certified, DBE payments are to be input each month at the following link: https://www.fdot.gov/equalopportunity.

New users reporting DBE payments will need to contact the FDOT Service Desk at FDOT.ServiceDesk@dot.state.fl.us to get a BizWeb user ID and password to access the application.

7.0 REIMBURSEMENT FOR MANUFACTURER REPAIRS/PARTS

Reimbursement for manufacturer-repairs or replacement parts may be made for the invoiced cost of repairs and parts, plus a mark-up of **10%** and does not include any installation costs. Payment will be made upon acceptance of the system component by the DEPARTMENT. This payment does not include manufacturer repair for items covered by a manufacturer's warranty. The VENDOR shall provide the DEPARTMENT copies of all invoices from material and service providers relating to this contract. An estimate must be approved by the DEPARTMENT'S Project Manager before any parts may be purchased or work may be done.

Approved expense items not contained in this price sheet shall be purchased in accordance with 60A-1.002, Florida Administrative Code, and include a minimum of two quotes for any item greater than $2500. Services by specialists not included in this price sheet may be required at times and shall be obtained by the same practice as commodities.

8.0) DAMAGE CAUSED BY VEHICLE CRASHES

All costs related to repair of damage caused by vehicle crashes shall be borne by the DEPARTMENT. The VENDOR will be responsible for reporting damage found during any of the maintenance tasks defined in Exhibit "A", Scope of Services, which appears to be related to a vehicle crash. The time spent investigating the damage shall be handled, at the DEPARTMENT'S discretion, under a general services TWO held open for on-going support services. An estimate must be approved by the DEPARTMENT'S Project Manager before any work shall be done. When the work is completed, the VENDOR must send a

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copy of the invoice for those repair services to the DEPARTMENT'S Project Manager so that a claim may be filed with the responsible party's insurance company.

9.0 FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained may be forfeited at the end of the agreement period.

10.0 TANGIBLE PERSONAL PROPERTY:

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

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Exhibit "C"

PRICE PROPOSAL FORM

RFP Number: DOT-RFP-23-5004-ITS.

RFP Title: District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District Five

Items/Services to be provided as specified in attached Exhibit "A", Scope of Services.

NOTE: All proposers must prepare their price proposal on the following form and must enter a price for all items. If any unit price boxes are left blank or marked N/A, the proposal shall be considered non-responsive and will be rejected (see Special Condition #21).

NOTE: Proposers will provide a Grand Total Price by multiplying the ESTIMATED QUANTITY times their UNIT PRICE for each Item number listed and totaling all ITEM TOTAL PRICES to produce a Grand Total Price for all Items listed. The Department reserves the right to correct mathematical errors.

*ITEM NO.	ITEM DESCRIPTION	ESTIMATE QTY/UNIT	UNIT	**UNIT PRICE	ITEM TOTAL PRICE
A300-1	CONTRACT ADMINISTRATION	12	MO	$68,341.61	$820,099.32
A300-2	INTERSECTION PROJECT ADMINISTRATION - MONTHLY COST PER INTERSECTION	12	MO	$378.00	$4,536.00
A300-3	SPECIAL PROJECTS PARTS (COST PLUS 10%) PARA 4.1.4.2.	NA	NA		NA
A300-4	COORDINATOR/ADMINISTRATIVE ASSISTANT	700	HR	$65.00	$45,500.00
A300-5	ITS MAINTENANCE TECH	700	HR	$93.18	$65,226.00
A300-6	ELECTRICIAN	350	HR	$107.89	$37,761.50
A300-7	UTILITY TECH	350	HR	$63.78	$22,323.00
A300-8	FIBER TECHNICIAN	700	HR	$72.37	$50,659.00
A300-9	TRAFFIC SIGNAL TECHNICIAN	700	HR	$88.38	$61,866.00
A300-10	ENTRY LEVEL TRAFFIC SIGNAL TECHNICIAN	1400	HR	$52.40	$73,360.00
A300-11	LEAD TRAFFIC SIGNAL TECHNICIAN	700	HR	$93.22	$65,254.00
A102-1-1	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 1	21	DAY	$1,086.87	$22,824.27
A102-1-2	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 2	1	DAY	$1,459.31	$1,459.31
A102-1-3	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 3	4	DAY	$2,146.84	$8,587.36
A102-1-4	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 4	1	DAY	$2,387.25	$2,387.25
A102-1-5	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 5	1	DAY	$793.12	$793.12
A102-1-6	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 6	1	DAY	$3,342.42	$3,342.42
A102-1-7	MAINTNENANCE OF TRAFFIC (MOT) – LEVEL 7	1	DAY	$4,687.23	$4,687.23
A301-1	SNO SHOES	4	EA	$158.44	$633.76
A301-2	CAT 6 PATCH CORDS	25	EA	$21.95	$548.75
A301-3	GROUND RODS	250	LF	$10.31	$2,577.50
A301-4	TERMINAL DOWN GUY, F&I	225	EA	$318.27	$71,610.75
A301-5	MMU CALIBRATION	100	EA	$299.38	$29,938.00
A301-6	TREE ROOT AND BRANCH PRUNING	100	EA	$101.90	$10,190.00
A301-7	WRONG WAY DRIVING DAYTIME PREVENTATIVE MAINTENANCE, PER SITE, MONTHLY	350	EA	$212.96	$74,536.00
A301-8	WRONG WAY DRIVING NIGHTIME PREVENTATIVE MAINTENANCE, PER SITE, ANNUALLY	30	EA	$3,169.23	$95,076.90
A301-9	SCHEDULED PREVENTIVE MAINTENANCE SERVICES	300	EA	$227.89	$68,367.00
630-2-11	CONDUIT, F&I, OPEN TRENCH	200	LF	$11.28	$2,256.00
630-2-12	CONDUIT,F&I, DIRECTIONAL BORE	200	LF	$23.49	$4,698.00
630-2-13	CONDUIT, F&I, ABOVEGROUND	150	LF	$30.00	$4,500.00
630-2-7A	CONDUIT, LOCATE (INITIAL CALL AND UP TO 100')	10	EA	$116.74	$1,167.40
630-2-7B	CONDUIT, LOCATE (ADDITIONAL FOOTAGE BEYOND FIRST 100')	33500	LF	$0.10	$3,350.00
633-1-111	FIBER OPTIC CABLE, F&I, OVERHEAD, 12 FIBERS SM	115	LF	$2.61	$300.15
633-1-112	FIBER OPTIC CABLE, F&I, OVERHEAD, 24 FIBERS SM	2200	LF	$2.69	$5,918.00
633-1-113A	FIBER OPTIC CABLE, F&I, OVERHEAD, 72 FIBERS SM	3350	LF	$3.09	$10,351.50
633-1-113B	FIBER OPTIC CABLE, F&I, OVERHEAD, 96 FIBERS SM	314	LF	$3.16	$992.24
633-1-114	FIBER OPTIC CABLE, F&I, OVERHEAD, 144 FIBERS SM	610	LF	$4.34	$2,647.40
633-1-121	FIBER OPTIC CABLE, F&I, UNDERGROUND, 12 FIBERS SM	325	LF	$2.41	$783.25

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633-1-122	FIBER OPTIC CABLE, F&I, UNDERGROUND, 24 FIBERS SM	525	LF	$2.46	$1,291.50
633-1-123A	FIBER OPTIC CABLE, F&I, UNDERGROUND, 72 FIBERS SM	9500	LF	$2.99	$28,405.00
633-1-123B	FIBER OPTIC CABLE, F&I, UNDERGROUND, 96 FIBERS SM	3400	LF	$3.08	$10,472.00
633-1-124	FIBER OPTIC CABLE, F&I, UNDERGROUND, 144 FIBERS	2100	LF	$4.24	$8,904.00
633-1-410	FIBER OPTIC CABLE, RELOCATE, OVERHEAD	5250	LF	$2.23	$11,707.50
633-1-420	FIBER OPTIC CABLE, RELOCATE, UNDERGROUND	5200	LF	$1.98	$10,296.00
633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	500	EA	$45.59	$22,795.00
633-2-32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	50	EA	$67.00	$3,350.00
633-3-11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE UG	6	EA	$1,568.00	$9,408.00
633-3-11A	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE OH	6	EA	$1,599.00	$9,594.00
633-3-12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	60	EA	$48.00	$2,880.00
633-3-13	FIBER OPTIC CONNECTION HARDWARE, F&I, PRE-TERMINATED CONNECTOR ASSEMBLY	16	EA	$36.87	$589.92
633-3-16A	FIBER OPTIC CONNECTION HARDWARE, F&I, FIELD TERMINATED PATCH PANEL 12	3	EA	$1,984.24	$5,952.72
633-3-16B	FIBER OPTIC CONNECTION HARDWARE, F&I, FIELD TERMINATED PATCH PANEL 24	1	EA	$2,086.79	$2,086.79
633-3-16C	FIBER OPTIC CONNECTION HARDWARE, F&I, FIELD TERMINATED PATCH PANEL 72	2	EA	$6,471.79	$12,943.58
633-3-17	FIBER OPTIC CONNECTION HARDWARE, F&I, CONNECTOR PANEL	1	EA	$136.87	$136.87
633-8-1	MULTI-CONDUCTOR COMMUNICATION CABLE, FURNISH & INSTALL	3750	LF	$5.25	$19,687.50
633-8-4	MULTI-CONDUCTOR COMMUNICATION CABLE, RELOCATE	700	LF	$2.11	$1,477.00
633-8-5	MULTI-CONDUCTOR COMMUNICATION CABLE, ADJUST/MODIFY	700	LF	$1.00	$700.00
634-61	MESSENGER WIRE, F&I	600	LF	$2.32	$1,392.00
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	1	EA	$1,452.27	$1,452.27
635-2-12	PULL & SPLICE BOX, F&I, 24" X 36" X 24"COVER SIZE	3	EA	$2,486.76	$7,460.28
635-2-12A	PULL & SPLICE BOX, F&I, 24" X 36" X 36" COVER SIZE	1	EA	$2,549.45	$2,549.45
635-2-13	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	2	EA	$3,638.97	$7,277.94
635-2-40	PULL & SPLICE BOX, RELOCATE	1	EA	$1,276.09	$1,276.09
635-2-50	PULL & SPLICE BOX, REPAIR	3	EA	$647.87	$1,943.61
639-2-1	ELECTRICAL SERVICE WIRE (#6 TYP.)	1850	LF	$5.25	$9,712.50
639-2-4	ELECTRICAL SERVICE WIRE, RELOCATE	200	LF	$2.25	$450.00
639-3-11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	2	EA	$3,200.81	$6,401.62
639-3-12	ELECTRICAL SERVICE DISCONNECT, F&I, CABINET	3	EA	$3,504.43	$10,513.29
639-3-60	ELECTRICAL SERVICE DISCONNECT, REMOVE	3	EA	$497.38	$1,492.14
639-4-82	EMERGENCY GENERATOR, PREVENTIVE MAINTENANCE AND SERVICE, PORTABLE, 4 CYLINDER	1	MO	$551.51	$551.51
639-4-83	DEPLOYMENT OF FDOT FURNISHED EMERGENCY GENERATOR, INCLUDES MONITORING AND REFUELING	1	DAY	$2,341.79	$2,341.79
639-4-9	EMERGENCY GENERATOR – DIAGNOSIS AND MISCELLANEOUS REPAIR	1	EA	$480.00	$480.00
639-10	ELECTRICAL POWER SERVICE DIAGNOSIS AND MISCELLANEOUS REPAIR	3	EA	$352.16	$1,056.48
641-2-11	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II PEDESTAL	1	EA	$3,260.54	$3,260.54
641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	1	EA	$3,635.48	$3,635.48
641-2-13	PRESTRESSED CONCRETE POLE, F&I, TYPE P-III	1	EA	$7,968.00	$7,968.00
641-2-14	PRESTRESSED CONCRETE POLE, F&I, TYPE P-IV	1	EA	$9,168.00	$9,168.00
641-2-60	CONCRETE POLE, COMPLETE/DEEP REMOVAL, PEDESTAL/SERVICE POLE	1	EA	$2,572.77	$2,572.77
641-2-70	CONCRETE POLE, SHALLOW REMOVAL, POLES 30' AND GREATER	1	EA	$9,248.28	$9,248.28
641-2-80	CONCRETE POLE, COMPLETE/DEEP REMOVAL, POLES 30' AND GREATER	1	EA	$10,246.59	$10,246.59
641-3-163	CONCRETE CCTV POLE, F&I, WITHOUT LOWERING DEVICE, 63'	1	EA	$36,249.60	$36,249.60
641-3-169	CONCRETE CCTV POLE, F&I, WITHOUT LOWERING DEVICE, 69'	1	EA	$36,768.00	$36,768.00
641-3-175	CONCRETE CCTV POLE, F&I, WITHOUT LOWERING DEVICE, 75'	1	EA	$37,423.00	$37,423.00
641-3-180	CONCRETE CCTV POLE, F&I, WITHOUT LOWERING DEVICE, 80'	1	EA	$38,078.00	$38,078.00

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641-3-186	CONCRETE CCTV POLE, F&I, WITHOUT LOWERING DEVICE, 86'	1	EA	$38,733.00	$38,733.00
641-3-263	CONCRETE CCTV POLE, F&I, WITH LOWERING DEVICE, 63'	1	EA	$39,929.27	$39,929.27
641-3-269	CONCRETE CCTV POLE, F&I, WITH LOWERING DEVICE, 69'	1	EA	$41,180.16	$41,180.16
641-3-275	CONCRETE CCTV POLE, F&I, WITH LOWERING DEVICE, 75'	1	EA	$43,417.78	$43,417.78
641-3-280	CONCRETE CCTV POLE, F&I, WITH LOWERING DEVICE, 80'	1	EA	$44,208.79	$44,208.79
641-3-286	CONCRETE CCTV POLE, F&I, WITH LOWERING DEVICE, 86'	1	EA	$45,579.50	$45,579.50
641-3-00	CONCRETE CCTV POLE, INSTALL	1	EA	$29,760.00	$29,760.00
641-7-0	CONCRETE CCTV POLE, SHALLOW REMOVAL	1	EA	$8,840.52	$8,840.52
641-8-0	CONCRETE CCTV POLE, DEEP REMOVAL	1	EA	$10,013.25	$10,013.25
660-3-31	VEHICLE DETECTION SYSTEM- MICROWAVE, INSTALL FDOT FURNISHED CABINET EQUIPMENT	3	EA	$575.00	$1,725.00
660-3-32	VEHICLE DETECTION SYSTEM- MICROWAVE, INSTALL FDOT FURNISHED ABOVE GROUND EQUIPMENT	3	EA	$975.00	$2,925.00
660-3-42	VEHICLE DETECTION SYSTEM - MICROWAVE, RELOCATE, ABOVE GROUND EQUIPMENT	3	EA	$1,985.17	$5,955.51
660-3-51	VEHICLE DETECTION SYSTEM- MICROWAVE, ADJUST/MODIFY, CABINET EQUIPMENT	3	EA	$363.24	$1,089.72
660-3-52	VEHICLE DETECTION SYSTEM - MICROWAVE, ADJUST/MODIFY, ABOVE GROUND EQUIPMENT	3	EA	$975.00	$2,925.00
660-3-60	VEHICLE DETECTION SYSTEM - MICROWAVE, REMOVE	3	EA	$450.00	$1,350.00
660-3-80	VEHICLE DETECTION SYSTEM - MICROWAVE, PREVENTIVE MAINTENANCE	3	EA	$858.80	$2,576.40
660-3-90	VEHICLE DETECTION SYSTEM - MICROWAVE, DIAGNOSIS AND MISCELLANEOUS REPAIR	3	EA	$306.72	$920.15
676-2-111	F&I, ITS CABINET, POLE MOUNT, 336, 24"W x 36"H x 20"D	1	EA	$7,877.94	$7,877.94
676-2-112	F&I, ITS CABINET, POLE MOUNT, 336S, 24"W x 46"H x 22"D	1	EA	$7,877.94	$7,877.94
676-2-121	F&I, ITS CABINET, POLE MOUNT WITH SUNSHIELDS, 336, 24"W x 36"H x 20"D	1	EA	$7,877.94	$7,877.94
676-2-122	F&I, ITS CABINET, POLE MOUNT WITH SUNSHIELDS, 336S, 24"W x 46"H x 22"D	1	EA	$7,877.94	$7,877.94
676-2-133	F&I, ITS CABINET, BASE MOUNT, 334, 24"W x 66"H x 30"D	1	EA	$9,310.81	$9,310.81
676-2-143	F&I, ITS CABINET, BASE MOUNT WITH SUNSHIELDS, 334, 24"W x 66"H x 30"D	1	EA	$9,310.81	$9,310.81
682-1-30	ITS CCTV CAMERA, INSTALL	12	EA	$975.00	$11,700.00
684-1-3	MANAGED FIELD ETHERNET SWITCH, INSTALL	4	EA	$457.87	$1,831.48
684-5-3	MEDIA CONVERTER, INSTALL	4	EA	$58.00	$232.00
684-6-11	WIRELESS COMMUNICATION DEVICE, INSTALL, ETHERNET ACCESS POINT	10	EA	$1,075.00	$10,750.00
685-106	SYSTEM AUXILIARIES, INSTALL, UNINTERRUPTIBLE POWER SOURCE	10	EA	$575.00	$5,750.00
				TOTAL	**$2,496,280.90**

See Exhibit "B", Method of Compensation, section 5.0 for Details of Unit Prices.

MFMP Transaction Fee:

All payment(s) to the vendor resulting from this competitive solicitation WILL be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

NOTE: In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Proposer: ADVANCED CABLING Solutions **FEID #** 59-3511800

Address: 201 Reece Way Suite 1431 **City, State, Zip** CASSELBERRY FL 32707

Authorized Signature: R. David Muniz **Date:** 12-14-23

Printed / Typed: R-DAVID MUNIZ **Title:** SECRATARY/TREASURER

Attachment: Exhibit A - Contract BEG78 Package (2025-R-35 : US1 Utility Undergrounding for ITS Phase III)

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

CONTRACT #: BEG78

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

A. It is understood and agreed that all rights of the Florida Department of Transportation relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S. Department of Transportation (hereinafter "USDOT"), not withstanding anything to the contrary in this Agreement.

C. Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the USDOT, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

D. Nondiscrimination: The Contractor, with regard to the work performed during the Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

E. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

F. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

G. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the Agreement until the Contractor complies, and/or
b. cancellation, termination or suspension of the Agreement, in whole or in part.

H. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (C) through (I) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to

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TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

protect the interests of the United States.

I. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by USDOT regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

J. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

L. Participation by Disadvantaged Business Enterprises (“DBE”): The Contractor shall agree to abide by the following statement from 49 CFR 26.13(b). The statement that follows shall be included in all subsequent agreements between the Contractor and any sub-contractor or contractor:

> “The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.”

Pursuant to 49 CFR 26.11(c) , the Contractor shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation’s Equal Opportunity Compliance (EOC) system. The Contractor shall request access to the EOC system using Form No. 275-021-30.

M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

N. It is understood and agreed that if the Contractor at any time learns that the certification it provided the Florida Department of Transportation in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Contractor shall provide immediate written notice to the Florida Department of Transportation. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Contractor in all lower tier covered transactions and in all aforementioned federal regulation.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

O. The Florida Department of Transportation hereby certifies that neither the Contractor nor the Contractor's representative has been required by the Florida Department of Transportation, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Florida Department of Transportation further acknowledges that this Agreement will be furnished to a federal agency, in connection with this Agreement involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

P. The Contractor hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this contract (except a bona fide employee or Agency); or
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract (except a bona fide employee or Agency).

The Contractor further acknowledges that this Agreement will be furnished to the Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Q. Federal-aid projects for highway construction shall comply with the Buy America provisions of 23 CFR 635.410, as amended (where applicable).

R. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract" in 41 CFR Part 60-1.3 shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" (where applicable).

S. Clean Air Act: The Contractor agrees to comply with applicable standards, orders or regulations issued pursuant to Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the Department of Transportation (Department) and understands and agrees that the Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

T. Federal Water Pollution Control Act: The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

U. Byrd Anti-Lobbying: Contractors awarded a contract of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS: (Compliance with 49CFR, Section 20.100 (b)) (1) The Contractor certifies that: (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

Federal agency, a member of the Florida Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities". (2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. (3) The Contractor also certifies by signing this contract that the Contractor shall require the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

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State of Florida
PUR 1000
General Contract Conditions

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38. Notices.
39. Leases and Installment Purchases.
40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).

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41. Products Available from the Blind or Other Handicapped.
42. Modification of Terms.
43. Cooperative Purchasing.
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45. Annual Appropriations.
46. Execution in Counterparts.
47. Severability.

1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

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4. **Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.

   (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

   (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

   (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

   (d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

   (e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. **Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. **Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted

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commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. **Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. **Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. **Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. **Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. **Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor

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shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. **Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. **Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

    For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

    Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

    Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. **Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any

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other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. **Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. **Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. **Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS.The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the

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Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. **Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

    Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

    The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. **Limitation of Liability.** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of $100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the

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Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. **Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. **Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. **Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that

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the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. **Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. **Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. **Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the

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solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. **Purchase Order Duration.** Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

    Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

    Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

    The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

    Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

    Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise

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linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. **Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. **Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

    Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. **Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject

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and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. **Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. **Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. **Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. **Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. **Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. **Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency

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designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. **Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at http://www.pridefl.com.

41. **Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

42. **Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

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43. **Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

    State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. **Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. **Annual Appropriations.** The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. **Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. **Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

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State of Florida
PUR 1001
General Instructions to Respondents

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1. Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.

(b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.

(c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.

(d) "Response" means the material submitted by the respondent in answering the solicitation.

(e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

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2. **General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. **Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

   - an electronic signature on the response, generally,
   - an electronic signature on any form or section specifically calling for a signature, and
   - an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

4. **Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

   - Technical Specifications,
   - Special Conditions and Instructions,
   - Instructions to Respondents (PUR 1001),
   - General Conditions (PUR 1000), and
   - Introductory Materials.

   The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

5. **Questions.** Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within

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the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. **Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. **Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

   - submitting a bid on a contract to provide any goods or services to a public entity;
   - submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
   - submitting bids on leases of real property to a public entity;
   - being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
   - transacting business with any public entity in excess of the Category Two threshold amount ($25,000) provided in section 287.017 of the Florida Statutes.

8. **Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

   - submit a bid on a contract to provide any goods or services to a public entity;
   - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
   - submit bids on leases of real property to a public entity;
   - be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
   - transact business with any public entity.

9. **Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent

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cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.

- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.

- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.

- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.

- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:

    - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or

    - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

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- The product offered by the respondent will conform to the specifications without exception.

- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.

- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.

- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.

- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.

- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. **Manufacturer's Name and Approved Equivalents.** Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. **Performance Qualifications.** The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

    Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the

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product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

12. **Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

13. **Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://www.myflorida.com/apps/vbs/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

14. **Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

15. **Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

16. **Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

17. **Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a

Attachment: Exhibit A - Contract BEG78 Package (2025-R-35 : US1 Utility Undergrounding for ITS Phase III)

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respondent in preparing or producing its response or for any work performed before the Contract is effective.

18. **Contract Overlap.** Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

19. **Public Records.** Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

20. **Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

    Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

    Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

    Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

21. **Limitation on Vendor Contact with Agency During Solicitation Period**. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Attachment: Exhibit A - Contract BEG78 Package (2025-R-35 : US1 Utility Undergrounding for ITS Phase III)

201 Reece Way Suite 1431, Casselberry, FL 32707

ITS MAINTENANCE CONTRACT Agreement No. BEG78

To: City of Holly Hill

Attn: Dave King

Description Of Work: Holly Hill and South Daytona Conduit Proofing Only (Proofing, Tone Wire and 5 PB additions)

Tel: 386-337-3273

E-Mail: David.King@meadhunt.com

No: 040425

Date: April 04, 2025

Quotation by:

Phone: 407-339-6636

Fax: 407-339-3822

Item	Bid Item	Description	U/M	Est Qty	Unit Price($)	Est. Cost
	A300-5	ITS MAINTENANCE TECH	HR	80	$93.18	$7,454.40
	A300-9	TRAFFIC SIGNAL TECHNICIAN	HR	80	$88.38	$7,070.40
	A102-1-1	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 1	DAY	5	$1,086.87	$5,434.35
	A102-1-5	MAINTENANCE OF TRAFFIC (MOT) – LEVEL 5 **(FOR SIDEWALK REPAIR)**	DAY	5	$793.12	$3,965.60
	630-2-11	CONDUIT, F&I, OPEN TRENCH	LF	100	$11.28	$1,128.00
	633-1-121	FIBER OPTIC CABLE, F&I, UNDERGROUND, 12 FIBERS SM (**F&I Tone Wire)**	LF	5,250	$2.41	$12,652.50
	635-2-12	PULL & SPLICE BOX, F&I, 24" X 36" X 24"COVER SIZE	EA	5	$2,486.76	$12,433.80

$50,139.05

Attachment: Exhibit B - ACS Proposal (2025-R-35 : US1 Utility Undergrounding for ITS Phase III)

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2024-2025

Requesting Department			Date
Public Works			4/22/2C

ADD FUNDS TO ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
130-0000-389-1000		Carry forward	50,139.(
139-0000-381-0130		Transfer from CRA Fund	50,139.(
		Total	100,278.1

ADD FUNDS TO ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
130-8110-581-0139		Transfer to CRA Capital	50,139.(
139-8110-580-6300	22ST08	Infrastructure	50,139.(
		Total	100,278.1

Purpose of Transfer: (include as much detail as possible)

To budget for the installation of underground utilities with the piggyback of FDOT contract with Advanced Cabling Systems, Inc. For the Ovehead to Underground Project 22ST08.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. addition funds can only be expended after amendment is completed.

---------- Management Approvals----------

Department Head Signature _____ Date _____

City Manager Signature _____ Date _____

---------- For Finance Use Only ----------

Finance Review

Finance Director Signature _____ Date _____ Resolution #

Attachment: Attachment A - BAR Advanced Cabling Systems.xlsx (2025-R-35 : US1 Utility Undergrounding for ITS Phase III)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **April 22, 2025**
FROM: **Valerie Manning**
SUBJECT: **SECOND READING - an Ordinance of City of Holly Hill, Florida, Adopting the Amended Holly Hill Community Redevelopment Plan; Providing for a Ten-Year Extension of the City of Holly Hill Community Redevelopment Agency's Operational Timeframe; Providing for a Ten-Year Extension of the City of Holly Hill Community Redevelopment Area Redevelopment Trust Fund; Providing for the County TIF Contribution Rates for the Holly Hill Redevelopment Trust Fund; Providing for Severability; Providing for Inclusion in the Holly Hill Code; and Providing for an Effective Date.**
NUMBER: **2025-O-3084**
APPLICANT:
PLANNER:

INTRODUCTION:

The Holly Hill Community Redevelopment Agency (CRA) has played a crucial role in revitalizing and transforming the city's redevelopment area through strategic investments and redevelopment initiatives. The CRA Board initiated the process for adopting the modified and extended Community Redevelopment Plan for a ten-year period by Resolution on March 25, 2025. The Planning and Appeals Board reviewed the plan for consistency with the Comprehensive Plan on April 7, 2025 and found it in compliance. The Community Redevelopment Plan is now before City Commission for approval and adoption through First and Second Readings of the Ordinance. Concurrently, the plan is undergoing the County of Volusia's approval process, which will culminate in final adoption by the Volusia County Council.

BACKGROUND:

In 1992, the Volusia County Commission adopted Delegation of Authority Resolution 92-257, granting the City of Holly Hill the authority to establish a CRA. Following this authorization, the City of Holly Hill formally created the Holly Hill CRA in 1996 through Ordinance 24-26, laying the foundation for structured redevelopment efforts.

The initial Community Redevelopment Plan was adopted in 1996 and later updated in 2007 to reflect evolving community needs and redevelopment goals. Since its inception, the CRA has successfully driven economic growth, improved infrastructure, and enhanced the quality of life for residents and businesses. Under its current operational timeframe, the CRA is set to expire on December 31, 2026. Given the continued presence of blight and the need for ongoing redevelopment efforts, staff recommends extending the CRA's operational term for an additional

ten years to build on its successes and ensure long-term community revitalization.

DISCUSSION:

Summary of CRA Accomplishments

The CRA's targeted investments have led to significant improvements across multiple focus areas:

Economic Development: Generated over $200 million in incremental taxable value, surpassing the original base value of $88 million, and attracted 100+ new businesses, creating jobs and economic growth.

Infrastructure Improvements: Upgraded utilities, converted overhead to underground power, enhanced streetscapes, improved sidewalks, and beautified key community gateways.

Public Safety: Increased police presence, established crime watch programs, and hosted safety events, strengthening security within the CRA district.

Community Engagement: Actively participated in major community events, while promoting grant programs for redevelopment.

Public-Private Partnerships: Successfully developed Pictona at Holly Hill, a premier pickleball destination featuring 49 courts, an on-site restaurant, clubhouse, and education center, boosting tourism and local businesses.

Revitalization of Blighted Areas: Acquired and redeveloped underutilized properties, enhanced public spaces like Centennial Park, and funded residential and commercial property improvements through grant programs.

Future Vision

The 2024 CRA Plan update will focus on four key themes to guide future redevelopment efforts:

Attracting Investments - Expanding public-private partnerships and supporting new business development.

Keepers of the Vision - Preserving the city's character while promoting strategic growth.

Quality of Life - Enhancing parks, recreational facilities, affordable housing, and community spaces.

Infrastructure Enhancements - Continuing utility, stormwater, and streetscape improvements to support long-term sustainability.

CONCLUSION:

The Holly Hill CRA has made a lasting impact by fostering economic growth, improving infrastructure, enhancing public safety, and revitalizing blighted areas. Given the continued need for redevelopment, staff recommends extending the CRA's operational term for an additional ten years beyond 2026 to sustain Holly Hill's progress and ensure long-term community benefits.

STAFF RECOMMENDATION:

Staff respectfully requests that the City Commission approve adopting the modified and extended Community Redevelopment Plan for a ten-year period.

COMMISSION GOAL:

Goal #3: Implement the CRA master plan with a focus on the best utilization of vacant properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention.

MOTION:

APPROVE ADOPTING THE AMENDED HOLLY HILL COMMUNITY REDEVELOPMENT PLAN; PROVIDING FOR A TEN-YEAR EXTENSION OF THE CITY OF HOLLY HILL COMMUNITY REDEVELOPMENT AGENCY'S OPERATIONAL TIMEFRAME; PROVIDING FOR A TEN-YEAR EXTENSION OF THE CITY OF HOLLY HILL COMMUNITY REDEVELOPMENT AREA REDEVELOPMENT TRUST FUND; PROVIDING FOR THE COUNTY TIF CONTRIBUTION RATES FOR THE HOLLY HILL REDEVELOPMENT TRUST FUND; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE HOLLY HILL CODE.

ATTACHMENTS:

- Holly Hill CRA Plan Update 2025 (PDF)

HISTORY:

04/08/25 City Commission APPROVED AT 1ST READING
Next: 04/22/25

Mr. Walker explained and went through a few pages of the CRA Plan amendment that was included in the agenda packet with the Mayor and City Commissioners and introduced Amy Zengotita the city's Economic Development Manager/CRA Coordinator who went through the next steps and process between the city and the County.

Mayor Penny opened public participation.

Jim Legary, Holly Hill.

Mayor Penny closed public participation.

Ordinance No. 2025-3084

SECOND READING - AN ORDINANCE OF CITY OF HOLLY HILL, FLORIDA, ADOPTING THE AMENDED HOLLY HILL COMMUNITY REDEVELOPMENT PLAN; PROVIDING FOR A TEN-YEAR EXTENSION OF THE CITY OF HOLLY HILL COMMUNITY REDEVELOPMENT AGENCY'S OPERATIONAL TIMEFRAME; PROVIDING FOR A TEN-YEAR EXTENSION OF THE CITY OF HOLLY HILL COMMUNITY REDEVELOPMENT AREA REDEVELOPMENT TRUST FUND; PROVIDING FOR THE COUNTY TIF CONTRIBUTION RATES FOR THE HOLLY HILL REDEVELOPMENT TRUST FUND; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE HOLLY HILL CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF CITY OF HOLLY HILL, FLORIDA, ADOPTING THE AMENDED HOLLY HILL COMMUNITY REDEVELOPMENT PLAN; PROVIDING FOR A TEN-YEAR EXTENSION OF THE CITY OF HOLLY HILL COMMUNITY REDEVELOPMENT AGENCY'S OPERATIONAL TIMEFRAME; PROVIDING FOR A TEN-YEAR EXTENSION OF THE CITY OF HOLLY HILL COMMUNITY REDEVELOPMENT AREA REDEVELOPMENT TRUST FUND; PROVIDING FOR THE COUNTY TIF CONTRIBUTION RATES FOR THE HOLLY HILL REDEVELOPMENT TRUST FUND; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE HOLLY HILL CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 1992 the Volusia County Commission adopted Delegation of Authority Resolution 92-257 granting the City of Holly Hill the authority to establish a Community Redevelopment Agency; and

WHEREAS, the Volusia County Commission adopted Delegation of Authority Resolution 92-257 grants the Holly Hill CRA and operational time frame through 2026; and

WHEREAS, in 1996 the City of Holly Hill, Florida (the "City") adopted Ordinance 2426, creating the Holly Hill Community Redevelopment Agency (the "CRA"); and

WHEREAS, the initial Holly Hill Community Redevelopment Plan (the "Plan") was adopted by the City of Holly Hill, Florida (the "City") in 1996 and subsequently updated in 2007; and

WHEREAS, in accordance with the Community Redevelopment Plan and enacting resolutions, the initial term of the Plan is for a period ending December 31, 2026; and

WHEREAS, the City, in close coordination with Volusia County leadership and staff, recently conducted detailed community redevelopment planning process in accordance with Florida Statutes, Chapter 163, Part III, to initiate the Community Redevelopment Plan update process; and

WHEREAS, the extensive evaluation processes, community involvement, and redevelopment focus areas, redevelopment elements, and short-term, mid-term, and long-term implementation schedule identified in coordination with Volusia County were incorporated into a plan titled Amended Holly Hill Community Redevelopment Plan dated March 2025, which is attached hereto as Exhibit "A" (the "Plan"); and

WHEREAS, the CITY finds that conditions of slum and/or blighted areas continue to exist within the CRA area adopts the findings set forth in the "Plan", and finds that the purposes of the CRA and the public health, safety, and welfare will be served by extending the operational term of the CRA for an additional ten (10) years; and

WHEREAS, in accordance with Fla. Stat. 163.346(1), the City Commission is authorized to modify the Community Redevelopment Plan upon the recommendation of the CRA and as otherwise provided in Chapter 163, Florida Statutes and the Interlocal Agreement.

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

SECTION 1. RECITALS. The foregoing recitals are hereby verified as true and correct and are adopted as a material part of this Ordinance.

SECTION 2. The City Commission hereby adopts the attached Amended Holly Hill Community Redevelopment Plan dated March 2025, attached hereto as **Exhibit A.**

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is, for any reason, determined invalid, void, voidable, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion will be deemed a separate, distinct, and independent provision, and such holding will not affect the validity of the remaining Resolution unless the purpose of this Resolution is frustrated thereby.

SECTION 4. CONFLICTS. In the event of a conflict or conflicts between this Resolution and any other Resolution of the Holly Hill Community Redevelopment Agency, this Resolution controls to the extent of any such conflict.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect upon approval by the Volusia County Council of the Amended Community Redevelopment Plan dated 2025. If the Volusia County Council approval is not attained by July 1, 2025, this Ordinance shall become a nullity.

APPROVED AND AUTHENTICATED on this 22nd day of APRIL, 2025 for second and final reading.

EXHIBIT "A"

HOLLY HILL COMMUNITY REDEVELOPMENT PLAN - 2025

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

CITY OF HOLLY HILL

COMMUNITY REDEVELOPMENT PLAN UPDATE

MARCH 2025

HOLLY HILL
FLORIDA

CITY OF HOLLY HILL
COMMUNITY REDEVELOPMENT PLAN UPDATE

GAI's Community Solutions Group (CSG) is a cross-functional team of professionals who help create sustainable, livable places. We plan and design public spaces, sculpt landscapes and parks, reimagine streets and roads, and provide the regulatory and economic insight necessary to bring projects to life.

ACKNOWLEDGMENTS

Joseph A. Forte | City Manager
John S. Cox | CRA Coordination
Economic Development Department

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117
(386) 248-9446

PROJECT TEAM

Thomas R. Kohler | Senior Advisor
John M. Jones, MPA, AICP, FRA-RP | Project Manager
Laura Smith, MPA, FRA-RA | Urban Analytics Director
Natalie Frazier, MBA, FRA-RA | Urban Analytics Manager
Hannah Hollinger, LEED AP O+M | Senior Planner
Jordan Kowalchik | Project Planner

Community Solutions Group, GAI Consultants, Inc.
618 East South Street, Suite 700
Orlando, FL 32801
(321) 319.3088

gai consultants
COMMUNITY SOLUTIONS GROUP

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This document has been prepared by GAI Consultants, Inc. on behalf of the City of Holly Hill Community Redevelopment Agency.

HOLLY HILL
FLORIDA

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

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Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

2025 HOLLY HILL CRA PLAN UPDATE

EXECUTIVE SUMMARY

In 1992, the Volusia County Commission granted, through the adoption of Delegation of Authority Resolution 92-257, the City of Holly Hill ("City") the authority to establish a Community Redevelopment Agency. The Holly Hill Community Redevelopment Agency ("Agency") was established in 1996 by the Holly Hill City Commission through the adoption of establishing Ordinance 24-26.

The first Holly Hill Community Redevelopment Area ("Holly Hill CRA") Plan was adopted in 1996, and subsequently updated in 2007. Based on the year the Agency was established, prior to 2002, and the year in which the Holly Hill CRA Plan was adopted, the Agency has a base operational time frame of 30 years, with a current sunset date of 2026.

Since its creation, the Agency has implemented a wide range of capital infrastructure improvements within the Holly Hill CRA, such as streetscapes, parks and open spaces, stormwater and utility improvements. In addition, the Agency has realized numerous redevelopment programming successes, including, but not limited to, small business support, commercial corridor improvements, and destination tourism development.

The Agency is seeking an extension of its operational timeframe by ten years, until 2036. Subsequent discussions with Volusia County regarding extension of the "sunset" provisions resulted in the initiation of this Holly Hill Community Redevelopment 2025 Plan Update ("2025 Plan").

This 2025 Plan builds upon the achievements of the 2007 Holly Hill CRA Plan, acknowledging past successes and integrating feedback from an extensive public engagement program. This has led to a focused approach for the 2025 Plan, identifying specific projects and initiatives that maximize resource utilization for optimal success. These capital projects and programming initiatives articulate the four (4) themes and focus areas of this 2025 Plan, including:

- Attracting Investments
- Keepers of the Vision
- Quality of Life
- Infrastructure Enhancements



Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

The themes and focus areas of this 2025 Plan include specific programming and capital projects which have been summarized below.

The **Attracting Investments** theme outlined in this 2025 Plan aims to create an environment that encourages development and generates prosperity.

The **Quality of Life** programming and capital projects identified within this 2025 Plan seek to enhance the overall living conditions, making the area aesthetically and environmentally appealing for residents, businesses, and visitors.

The **Keepers of the Vision** theme strives to establish a process to support community involvement for the monitoring and maintenance of this 2025 Plan and to provide a platform for local business advocacy and representation of the Holly Hill business community.

The **Infrastructure Enhancements** programming and capital projects outlined within this 2025 Plan aim to upgrade existing infrastructure and introduce additional improvements to roads, utilities, and stormwater facilities, thereby supporting economic activity.

Highlighting specific projects in the implementation program include the following:

- Completing design and right-of-way ("R-O-W") needs for improvements to LPGA Boulevard.
- Developing comprehensive plans related to stormwater facilities to address flooding and water quality run-off issues.
- Expanding businesses and property-owners' incentive programs to help address appearance and facade issues.
- Addressing the opportunities to improve and re-purpose motel land uses to mitigate appearance and social concerns.
- Focus initiatives for comprehensive redevelopment and identify specific planning resources for three key areas:
  - Pictona Campus and surrounding area.
  - Proposed Entertainment District.
  - Maintain and improve Carswell Avenue Industrial Area.

In addition, this 2025 Plan has identified nearly $238.7 milliondollars in potential programming and potential capital improvement costs through 2036. This 2025 Plan also estimates that the Holly Hill CRA will generate a combined tax increment between $10,675,755 and $10,759,755 through the Agency's current sunset date, 2026. The Holly Hill CRA is anticipated to generate, in total, between $46,390,200 and $49,031,200 in additional receipts throughout the 10-year projection period, 2027 to 2036.

This 2025 Plan provides goals, themes, objectives, as well as tax increment projections extending beyond the Agency's current operational time frame, 2026, through 2036. Throughout the planning process, Volusia County was engaged in the collaborative discussions to ensure this 2025 Plan addresses goals and objectives of the community. This was particularly important in addressing the infrastructure elements related to transportation and stormwater facilities. This collaborative approach was crucial to facilitate discussion and goals in extending the Agency's operational time frame through 2036.

Formal adoption of this 2025 Plan in accordance with the process is required under Florida Statutes ("F.S.") Chapter 163(III). This 2025 Plan is current with the latest data, and addresses specific desired outcomes regarding capital investments, and economic development as cornerstones of strategies moving forward.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

SECTION ONE
INTRODUCTION

SECTION 1.1
DEFINING THE AREA

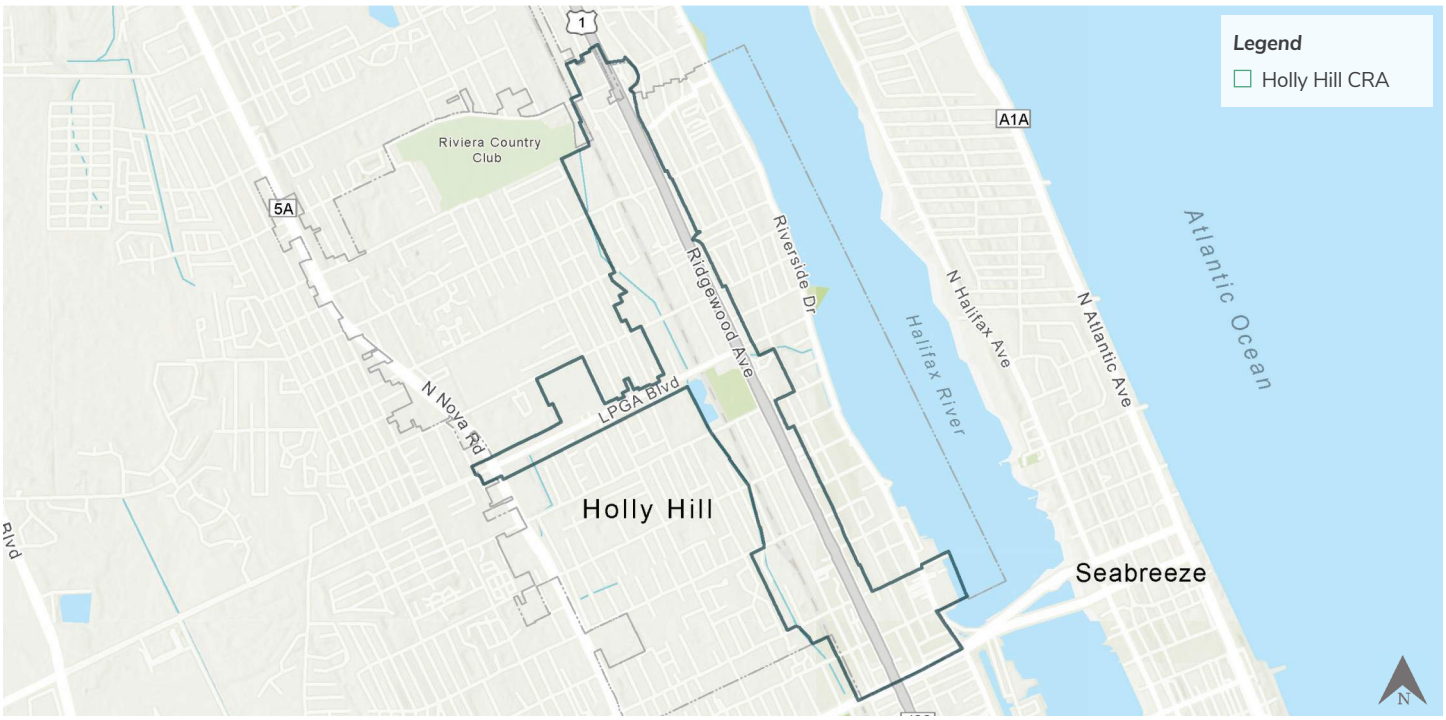
The City of Holly Hill ("City") is located in northeast Volusia County ("County"). Situated along the banks of the Halifax River, the City offers a blend of natural beauty and suburban tranquility. Known as the home of Pictona, a world class pickleball facility coined "Pickleball Paradise", the City also affords residents and guest scenic waterfront parks, the weekly Sunday Halifax Riverside Market, community concerts, kayaking, and other recreational opportunities The City's convenient location between Daytona Beach and Ormond Beach makes it an attractive destination for those looking to explore the broader region while enjoying a peaceful, small-town vibe.

According to ESRI Business Analyst, the City has a 2024 estimated population of 12,945, resulting in a population density of 3,269 people per square mile. The City has 6,079 total households, with a median household income of $40,123, and a per capita income of $31,721.

The Holly Hill Community Redevelopment Area ("Holly Hill CRA") encompasses approximately 755 acres within the City. The Holly Hill CRA is generally located between the Florida East Cost (FEC) Railroad and U.S. Highway 1 (Ridgewood Avenue); as well as Mason Avenue and portions of LPGA Boulevard, as illustrated in the map below (see **Figure 1 - Holly Hill CRA Boundary Map**).

According to ESRI Business Analyst, the Holly Hill CRA had an estimated population of 2,580 as of 2024 estimates, representing a population density of 2,293 persons per square mile. The Holly Hill CRA has 1,270 total households, with a median household income of $37,860, and a per capita income of $30,050, as of 2024 estimates according to ESRI Business Analyst.

Figure 1. Holly Hill CRA Boundary Map



Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

SECTION 1.2

HISTORY

The Holly Hill Community Redevelopment Agency ("Agency") is a dependent special district created by the City in May 1996 to implement the community redevelopment activities outlined under Florida Statutes ("F.S."), Chapter 163. The Holly Hill Community Redevelopment Area ("CRA"), created by the Agency, which encompasses approximately 755 acres, has been served by the 1996 and 2007 Holly Hill CRA Redevelopment Plan ("Redevelopment Plan").

The Redevelopment Plan acts as the main guide for all CRA related activities. The Agency is set to "sunset" in 2026. Its primary goals are to reduce or eliminate blight, enhance the tax base, and promote both public and private investment through various programs and incentives for residents and local businesses. The Agency has achieved numerous milestones since its creation, including community activities, utility improvements, and new construction. These accomplishments encompass business development initiatives, programs, and community events.

The primary vision for the Holly Hill CRA is to be a safe, vibrant, affordable and diverse community that all of its current and future residents can enjoy while maintaining a secure quality of life. The Agency established six primary initiatives as part of the Redevelopment Plan based on both public input and market search to promote this vision, these initiatives include:

1. Preserve and Enrich the Character of Holly Hill.
2. Establish an Identity.
3. Improve Stormwater and Utilities.
4. Enhance Transportation and Access.
5. Launch Social and Community Safety Activities.
6. Staffing Necessities.

These six initiatives serve as the framework to implement the community vision and encourage private sector investment and address conditions of slum and blight.

The Holly Hill CRA plays an essential role in the vitality and success of the City as a whole. As the center of entertainment, commerce, and civic activities, the district represents the identity of the City to the local community, the County, and Florida. The Agency is committed to improving the quality of life for its citizens—allowing for a dynamic and diverse community where people of all ages, ethnicities, and incomes have opportunities to find quality housing, jobs, goods, services, and cultural amenities. Through creativity, innovation, hard work, and persistence, the Agency will bring redevelopment and reinvestment to the Holly Hill CRA through socially, economically, and environmentally sustainable methods, in order to help create a beautiful and vibrant district which reflects the assets and the character of the City as a whole.

The Holly Hill CRA Trust Fund saw a 10.7% increase in revenues generated from property taxes from Fiscal Year ("FY") 2021/2022 to FY 2022/2023. FY 2022/2023 property tax revenues were the greatest achieved over the last four fiscal years, as represented below.

- 2019/2020 – $2,616,390
- 2020/2021 – $2,734,058
- 2021/2022 – $2,950,466
- 2022/2023 – $3,266,242

SECTION 1.3
SUMMARY OF ACCOMPLISHMENTS

The Agency has followed a strategic plan to guide investments and improvements across various redevelopment themes. These themes directed numerous successful initiatives aimed at revitalizing the community. Below is a summary of recent projects and their support of the respective themes.

Economic Development

- The Holly Hill CRA has generated $200 million in incremental value, surpassing its initial taxable value of $88 million.
- Over a hundred new businesses have been attracted, alongside the expansion and relocation of existing businesses, leading to increased job opportunities and economic prosperity.

Infrastructure Improvements

- The Agency started a comprehensive beautification initiative, enhancing gateways with dedicated signage and median landscaping.
- The Agency supported numerous utility infrastructure projects including the Overhead to the Underground Utilities Conversion Project, district water and wastewater system upgrades, reclaimed water line expansion, City Hall Annex electric modifications, and fire alarm installations.
- The Agency supported several streetscape and transportation projects including the leveling of sidewalks, installing new street signage, landscaping, bus shelters, benches, and repaving deteriorating streets.

Safety Advancements

- Increased police presence through additional staff, a new substation, and the establishment of student, business watch, and crime reduction programs.
- The Holly Hill Police held regular safety-related events in the Holly Hill CRA and served as ambassadors to popular events.

Community Engagement

- The Agency organized targeted mail campaigns to promote grant programs for developers, businesses, and residents.
- The Agency participated in community events over multiple years, including Trunk-or-Treat, Easter Egg Hunt, Hot Rods on the Hill, Farmer's Market, Bike Week, Founders Day/ McCoy Rum Festival, Christmas Parade, and National Night Out.

Public-Private Partnerships

- The Agency established a successful Public-Private Partnership resulting in the creation of Pictona at the former Hollyland Park. Pictona, a renowned pickleball destination, boasts 49 courts, an on-site restaurant, clubhouse, education center, and retail.

Revitalization of Blighted Areas

- The Agency has taken strides towards revitalizing the area through land acquisitions, improvements, and demolitions.
- Specific properties like the Holly Hill Market were acquired for the renewal of dilapidated structures, lot aggregation for redevelopment, and expansion of stormwater retention areas.
- The Agency supported enhancements to public spaces, such as Centennial Park and the former library transformed into a multi-use community resource center.
- The Agency funded numerous residential and commercial improvements via its variety of grant offerings including façade, awning, signage, landscaping, demolition, paving, and painting grants.

Additionally, the Agency has initiated several studies for future projects and programs, exemplified by the LPGA Widening Study and Center Avenue Feasibility Study. These accomplishments collectively underscore the Agency's commitment to comprehensive community development and ongoing improvement initiatives.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

The Agency has achieved significant milestones over its multi-decade existence, catalyzing investment, and revitalization in the area. Demonstrating sustained growth, some key year-over-year accomplishments include:

2005

- Holly Hill CRA Overlay Zoning ordinance was adopted by the Agency that promoted permitted uses while prohibiting certain other uses for properties adjacent to Ridgewood Avenue and LPGA Boulevard and allowed for shared parking and stormwater facilities, on a case-by-case basis, and established architectural design standards for new construction projects.
- Has been providing commercial improvement matching grants and private residential improvement and demolition grants.

2006

- Enhanced police presence.
- New hardware store.
- Business directory database.
- Mail campaign to attract business.

2007

- Marketing initiatives including logo and mail campaign to businesses continuation and new mailers explaining residential grants and conference.
- Special event sponsorship.
- Utility improvements including lift stations.

2008

- Expansion of enhanced police presence including student programs, business watch program, crime reduction program, new vehicle, and substation.
- First Master Plan was created.
- Utility improvements including Ridgewood Avenue water main, sidewalk improvements and leveling program, reclaimed water system expansion to park and city hall complex.
- Purchased two properties for public use.

2009

- Streetscape improvements including street/stop signs, transit shelters, Daytona Avenue mill and pave.
- Mail campaign to developers.
- Centennial Park upgrade including parking area, sidewalks, and planting beds.

2010

- Utility upgrades–wastewater main line improvements, emergency generators at lift station, valve and hydrant replacement.
- The Market property purchased as historically significant site.
- Mail campaign to businesses.

2011

- Holly Hill Market Capital Improvement Project (“CIP”) began in four phases.
- Remodel former library.
- New boundary established.

2012

- Holly Hill Market completed.
- Numerous Property Improvement Grants.
- Three land acquisitions.

2013

- Fire alarms and electrical connections for 1200 Center Avenue (2012 acquisition).
- Demolition and sod for 140 Riverside Drive (2012 acquisition).
- Lift Station improvements completed.
- Traffic mast arms installed.
- $5,000,000 Bond approved 3/2013 for three phase Overhead to Underground Utility project.
- Amendment 2 authorizes 1200 Center Avenue project 12/10/13.
- Numerous Property Improvement Grants.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

2014

- Overhead to Underground Utilities Conversion Project.
- Numerous Property Improvement Grants.
- Land acquisition to aggregate lots, stormwater ponds.
- Traffic mast arms installed.

2015

- Overhead to Underground Utilities Conversion Project.
- Bus shelter replacement due to damage.
- Traffic mast arms installed.
- Market re-roofing.
- Numerous Property Improvement Grants.

2016

- Overhead to Underground Utilities Conversion Project.
- Electrical Modifications to the City Hall Annex.
- Market re-roofing continued.
- Numerous Property Improvement Grants.

2017

- Overhead to Underground Utilities Conversion Project.
- Numerous Property Improvement Grants.
- Seven businesses opened or relocated to the CRA, three expanded.
- Sold the Market property to private investor.

2018

- Overhead to Underground Utilities Conversion Project.
- Gateway establishment with signs and median landscaping.
- Nine businesses opened or relocated to the CRA, one expanded.
- Numerous Property Improvement Grants.

2019

- Overhead to Underground Utilities Conversion Project.
- Gateway establishment with signs and median landscaping.
- Numerous Property Improvement Grants.
- Paint grant established.
- Ten businesses opened or relocated to the CRA, two expanded.

2020

- Overhead to Underground Utilities Conversion Project.
- Holly Hill and Pictona enter into a Public Private Partnership ("P-3"), creating Pictona.
- Sale of land across from Marina Grande for redevelopment.

2021

- Overhead to Underground Utilities Conversion Project.
- 30 new businesses opened or relocated, five expanded.
- Pictona was completed.

2022

- Pictona Phase 2 initiated in P-3 Partnership with City.
- 80 new businesses opened and three relocated.

Additional achievements include:

Funding: Capital Improvement Projects and Land Acquisitions.

Grants: Demolition, Façade, Awning, Sign, Landscaping, Painting, Mural, and Fence.

Events: Distributed informational materials and development opportunity information at Trunk-or-Treat, Easter Egg Hunt, Hot Rods on the Hill, Farmer's Market, Bike Week, Founders Day/ McCoy Rum Festival, Christmas Parade, National Night Out, and the City Concert Series.

Capital Improvement Projects: Gateway signs, District Water System improvements, Lift Station Improvements, Overhead to Underground Utility Projects. Property improvements including demolition, LPGA Widening Study, Center Avenue Feasibility Study, and Bus Shelter/Bench Replacements.



Pictona at Holly Hill | Source: Homes.com

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

SECTION 1.4

COMMUNITY REDEVELOPMENT ACT

The Community Redevelopment Act assists local governments in the prevention and elimination of slums and blight that contribute substantially and increasingly to the spread of disease and crime; constitute an economic and social liability imposing onerous burdens which decrease the tax base and reduce tax revenues; substantially impair growth; hinder the provision of housing accommodations; aggravate traffic problems; and substantially hamper the elimination of traffic hazards and the improvement of traffic facilities.

The following Florida Statutes ("F.S.") define slum and blight conditions, their specific effects, and the intentions of the community redevelopment regime as a tool for implementing policy and programs:

1 | F.S. Chapter 163.335(1) ...[slum and blighted areas] constitute a serious and growing menace, injurious to the public health, safety, morals, and welfare of the residents of the state; that the existence of such areas contributes substantially and increasingly to the spread of disease and crime, constitutes an economic and social liability imposing onerous burdens which decrease the tax base and reduce tax revenues, substantially impairs or arrests sound growth, retards the provision of housing accommodations, aggravates traffic problems, and substantially hampers the elimination of traffic hazards and the improvement of traffic facilities; and that the prevention and elimination of slums and blight is a matter of state policy and state concern in order that the state and its counties and municipalities shall not continue to be endangered by areas which are focal centers of disease, promote juvenile delinquency, and consume an excessive proportion of its revenues because of the extra services required for police, fire, accident, hospitalization, and other forms of public protection, services, and facilities.

2 | F.S. Chapter 163.335(2) ...certain slum or blighted areas, or portions thereof, may require acquisition, clearance, and disposition subject to use restrictions, as provided in this part, since the prevailing condition of decay may make impracticable the reclamation of the area by conservation or rehabilitation; that other areas or portions thereof may, through the means provided in this part, be susceptible of conservation or rehabilitation in such a manner that the conditions and evils enumerated may be eliminated, remedied, or prevented; and that salvageable slum and blighted areas can be conserved and rehabilitated through appropriate public action as herein authorized and the cooperation and voluntary action of the owners and tenants of the property in such areas.

3 | F.S. Chapter 163.335(3) ...powers conferred by this part are for public uses and purposes for which public money may be expended and police power exercised, and the necessity in the public interest for the provisions herein enacted is declared as a matter of legislative determination.

4 | F.S. Chapter 163.335(5) ...the preservation or enhancement of the tax base from which a taxing authority realizes tax revenues is essential to its existence and financial health; that the preservation and enhancement of such tax base is implicit in the purposes for which a taxing authority is established; that tax increment financing is an effective method of achieving such preservation and enhancement in areas in which such tax base is declining; that community redevelopment in such areas, when complete, will enhance such tax base and provide increased tax revenues to all affected taxing authorities, increasing their ability to accomplish their other respective purposes; and that the preservation and enhancement of the tax base in such areas through tax increment financing and the levying of taxes by such taxing authorities therefor and the appropriation of funds to a redevelopment trust fund bears a substantial relation to the purposes of such taxing authorities and is for their respective purposes and concerns...

5 | F.S. Chapter 163.335(6) ...there exists in counties and municipalities of the state a severe shortage of housing affordable to residents of low or moderate income, including the elderly; that the existence of such condition affects the health, safety, and welfare of the residents of such counties and municipalities and retards their growth and economic and social development; and that the elimination or improvement of such condition is a proper matter of state policy and state concern is for a valid and desirable public purpose.

The Agency possesses the authority to govern the course of action concerning the redevelopment and rehabilitation of the area, and further, in the corporate limits of the City in the case that the City's governing body has acceded in the Redevelopment Plan set forth by the City.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

SECTION TWO
EXISTING CONDITIONS

SECTION 2.1
EXISTING CONDITIONS MAP SERIES

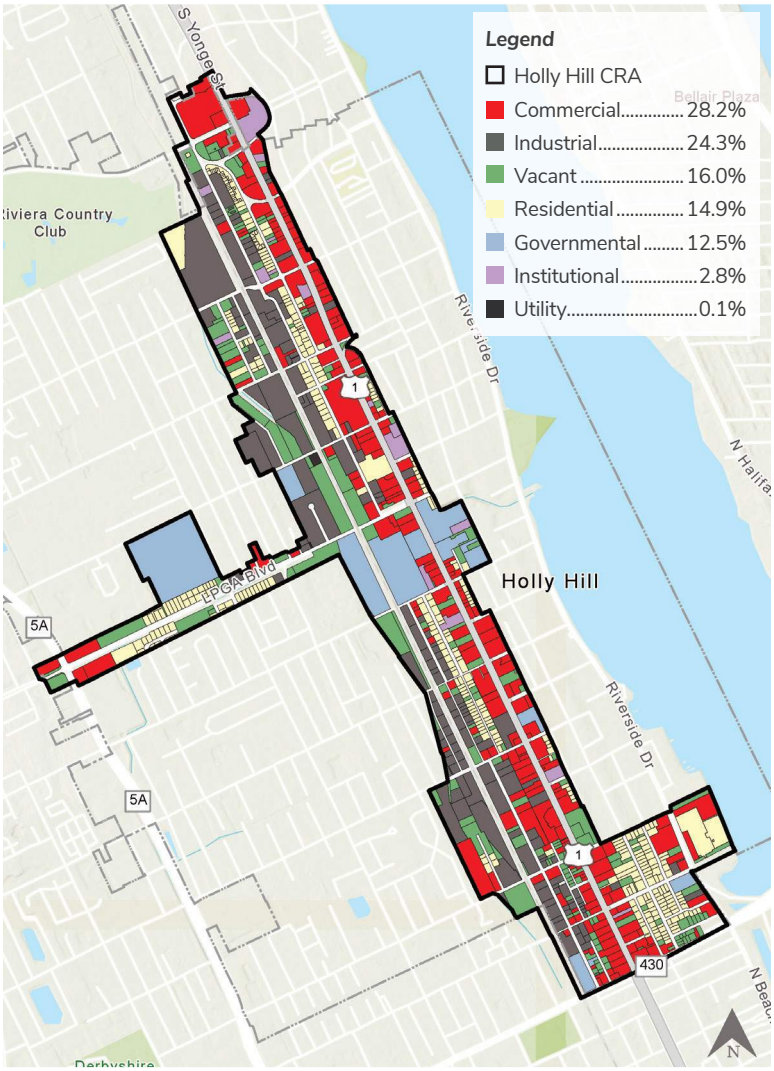
The following map series presents the existing conditions of the Holly Hill CRA. Conditions evaluated include Existing (Current) Land Use, Future Land Use, Zoning, City-Owned Land, and location of Vacant Land within the Holly Hill CRA. The following fi gures illustrate these conditions in addition to the distribution of land area by use (see Figures 4-7).

EXISTING LAND USE

Existing Land Use designations are classifi cations of property that describe the current use of the property. The Florida Administrative Code ("FAC") requires Property Appraisers to classify each parcel of real property to indicate its use as determined for valuation purposes. This use is refl ected in the Department of Revenue ("DOR") use codes applied to each real property on tax assessment rolls and depicts the existing use of the property. These DOR use codes account for individual condominium units as unique parcels for tax treatment purposes, which results in the appearance of a overabundance in the county of condominium parcels compared to the total acres of land occupied by condominium uses. Therefore, for the purposes of this 2025 Plan, parcels identified as individual condominium units are not included in the condominium parcel count, only the parent parcel on which the condominium units are located is included in the count of condominium parcels.

Figure 2 – Holly Hill CRA Existing Land Use Map illustrates the existing land uses within the Holly Hill CRA, and the legend details the distribution of the total land area by existing land use designation.

Figure 2. Holly Hill CRA Existing Land Use Map



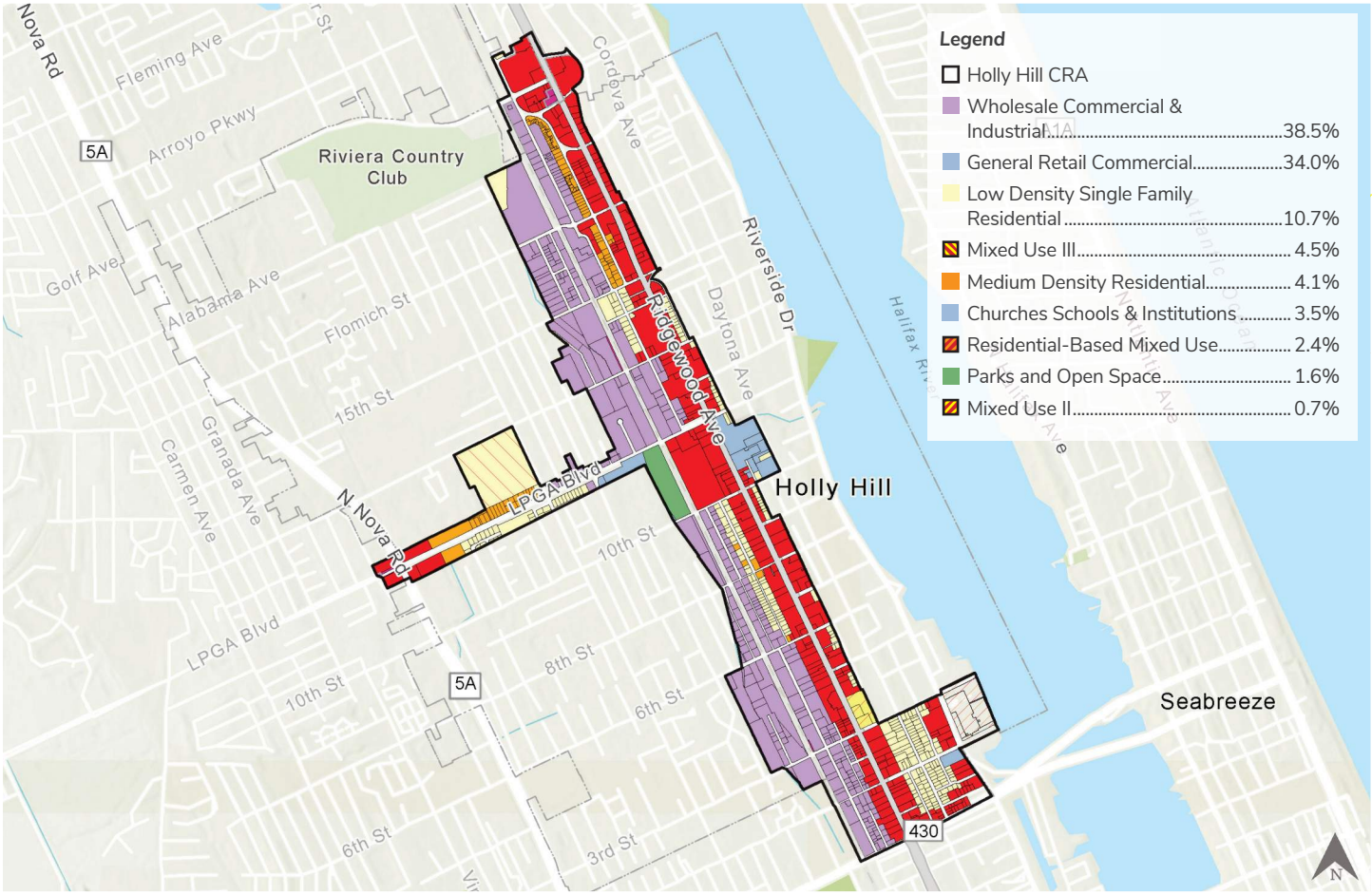
As illustrated in the map above, the primary land use within the Holly Hill CRA is commercial, covering 158 acres or 28.2% of the total area; followed by industrial use, which accounts for 136 acres or 24.3%. Residential land uses, including single-family homes, condominiums, multifamily units, and other types of housing, make up 15.6% of the land. Additionally, vacant lands constitute approximately 16.0% of the total area within the Holly Hill CRA.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

FUTURE LAND USE

Future Land Use ("FLU") designations are classifications of property that categorize permissible levels of intensity and/or density of development, in accordance with policies of the City's Comprehensive Plan and the requirements of the City's Land Development Regulations. **Figure 3 – Holly Hill CRA Future Land Uses** below illustrates the various FLUs within the Holly Hill CRA, and the legend details the distribution of total land area by FLU designation.

Figure 3. Holly Hill CRA Future Land Use Map



As illustrated in the map above, the primary future land use within the Holly Hill CRA is wholesale commercial and industrial, covering about 217 acres or 38.5% of the total area; followed by general retail commercial future land use, which accounts for 191 acres or 34.0%. Residential future land uses, including low density residential and medium density residential make up 14.7% of the total land. Additionally, mixed-use future land uses, including mixed-use II, mixed-use III, and residential based mixed-use constitute approximately 43-acres or 7.6% of the total area within the Holly Hill CRA. Remaining future land uses, including churches, schools, and institutions, as well as parks and open space compose approximately 29-acres or 5% within the Holly Hill CRA.

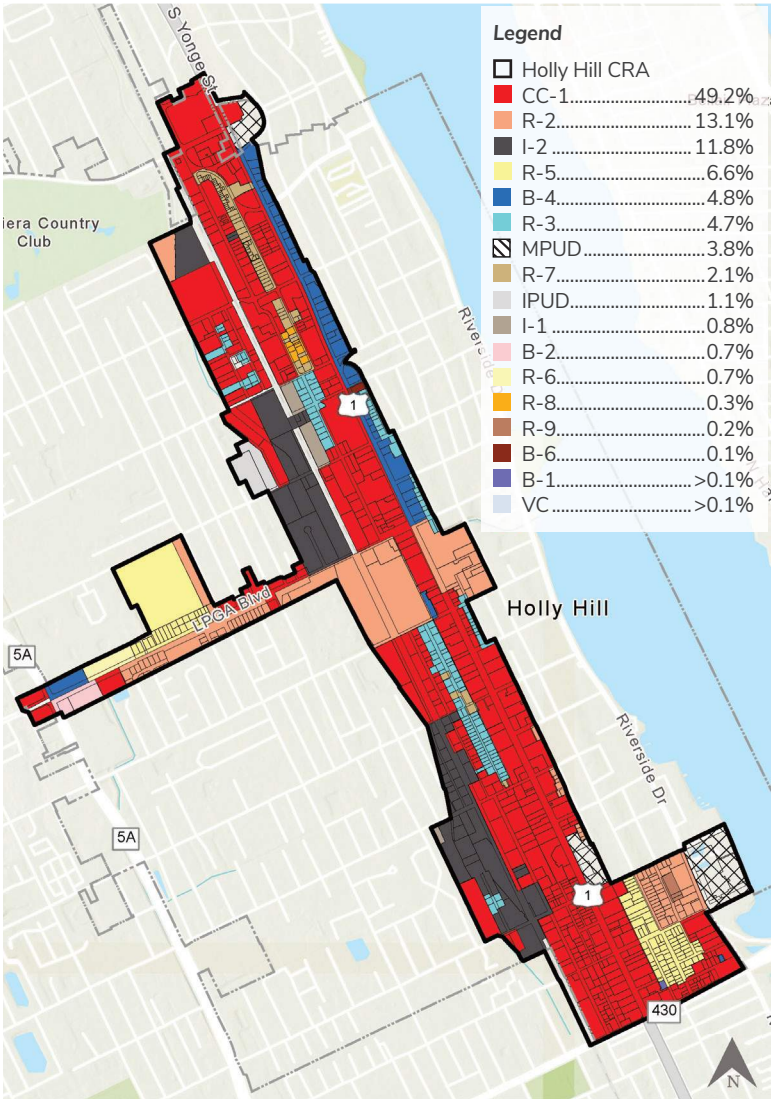
ZONING

Zoning designations are classifications of property that describes the permitted uses, and development standards applicable to the property, in accordance with policies of the City's Comprehensive Plan, and the requirements of the City's Land Development Regulations.

Figure 4 – Holly Hill CRA Zoning Map illustrates the different zoning classifications within the Holly Hill CRA, and the legend details the distribution to total land area by zoning designation. Zoning classifications are further defined below:

- Commercial Corridor District (CC-1)
- Low-Medium Density Single Family Residential (R-2)
- Heavy Industrial District (I-2)
- Two Family Residential (R-5)
- Highway Business District (B-4)
- Medium Density Single Family Residential (R-3/R-4A)
- Mixed Use Planned Unit Development (MPUD)
- Medium Density Multi-Family Residential (R-7)
- Industrial Planned Unit Development (IPUD)
- Wholesale-Light Industrial District (I-1)
- Planned Shopping Center District (B-2)
- Low Density Multi-Family Residential (R-6)
- Planned Shopping Center District
- Multi-Family Residential (R-8)
- Mobile Home Residential (R-9)
- Ridgewood Avenue Commercial District (B-6)
- Professional Office/Medical Office District (B-1)
- Volusia County (VC)
- Zero Lot-Line Single-Family Residential District (R-4A)

Figure 4. Holly Hill CRA Zoning Map



As illustrated in the above map, the primary zoning category within the Holly Hill CRA is commercial corridor district, covering about 342-acres or 49.2% of the total land area; followed by low-medium density single-family residential and heavy industrial district zoning with 13.1% and 11.8%, respectively. Additionally, all residential zoning categories make up approximately 192-acres or 28% of the total land area.



Riviera Neighborhood, Holly Hill | Source: Homes

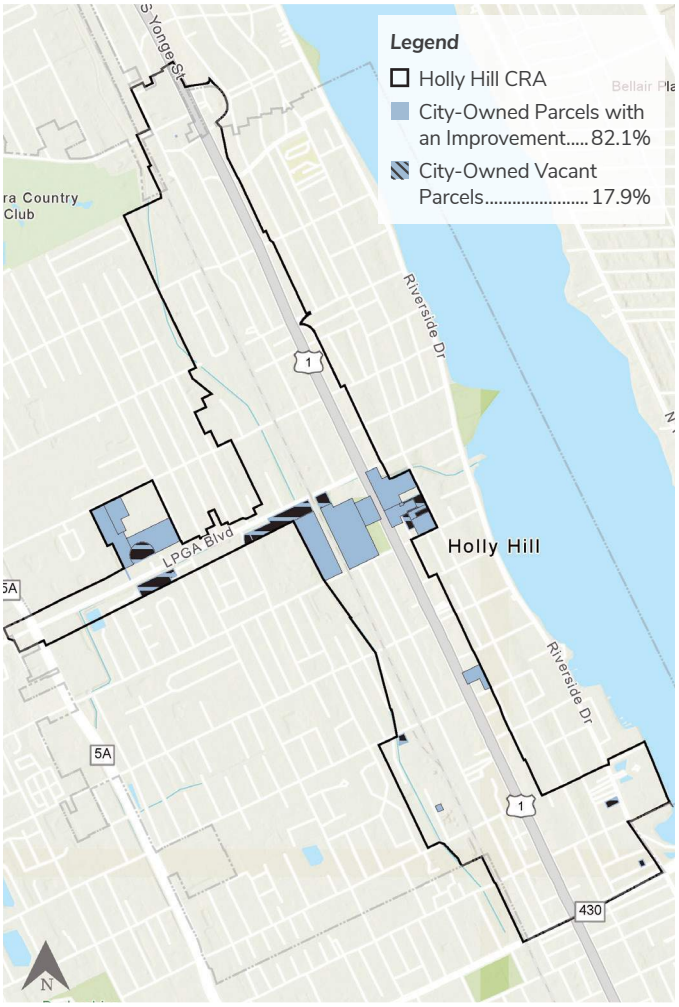
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CITY-OWNED

City-Owned parcels are those within the Holly Hill CRA that are owned by the City. These parcels may be utilized by the City and Agency to facilitate the implementation of redevelopment goals and strategies identified within this 2025 Plan. There are approximately 63 acres of City-Owned parcels within the Holly Hill CRA boundaries, composing about 11.3% of the total land area within the Holly Hill CRA.

Figure 5 - City-Owned Parcels illustrates the general location of the City-Owned parcels within the Holly Hill CRA, and the legend details the distribution of the land area owned by the City as it relates to the total City-Owned land within the Holly Hill CRA.

Figure 5. City-Owned Parcels



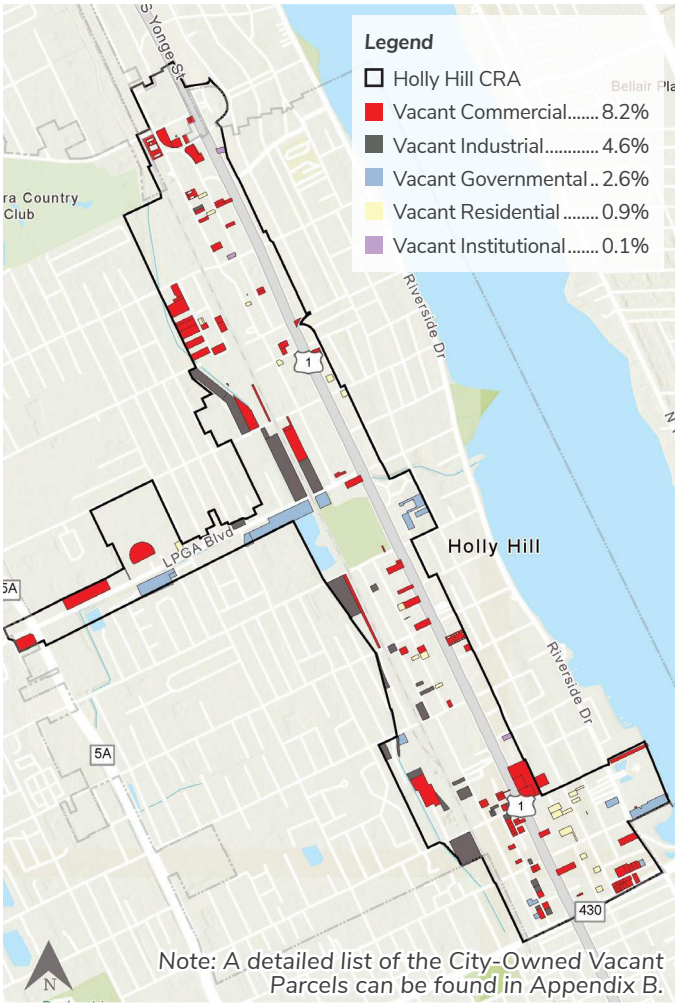
As illustrated in the above map, City-owned parcels with an improvement compose approximately 51.6 acres or 82.1% of the total City-owned land within the Holly Hill CRA; followed by City-owned vacant land with 11.3 acres or 17.9%.

VACANT LAND PARCELS

Vacant parcels are those within the Holly Hill CRA that are undeveloped and/or do not have a built structure upon them. There are seven categories of vacant parcels, these include: (1) Vacant Residential; (2) Vacant Commercial; (3) Vacant Industrial; (4) Vacant Institutional; (5) Vacant Governmental; (6) Vacant Utility; and (7) Vacant Other. These categories of vacant parcels represent redevelopment opportunities in their respective land use category.

Figure 6 - Vacant Parcels illustrates the general location of the Vacant Parcels within the Holly Hill CRA, and the legend details the distribution of vacant land categories as they relate to the total vacant land area within the Holly Hill CRA.

Figure 6. Vacant Parcels



As illustrated above, vacant commercial is the primary vacant land use category within the Holly Hill CRA with 45.7 acres or 8.2% of the total vacant land; followed by vacant industrial and governmental with 25.7 and 14.3 acres, respectively.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

SECTION THREE
OBJECTIVES & INITIATIVES

SECTION 3.1
AGENCY MISSION STATEMENT

Empowering our community through strategic initiatives, the Agency fosters an appealing, livable environment. We champion economic prosperity, creativity, and inclusivity for residents and visitors alike, ensuring a sustainable and vibrant quality of life.

SECTION 3.2
AGENCY GUIDING PRINCIPLES

Prioritize identifying and eliminating impediments that hinder progress in development: As a team, actively seek out and address any roadblocks that impede growth. Whether it's bureaucratic processes, outdated tools, or communication gaps, focus on creating a streamlined environment where development can thrive.

Leverage Resources to Optimize Development Potential: Recognize that resources—whether financial, human, or technological—are valuable assets. Optimize their utilization by allocating them strategically. Consider cross-functional collaboration, skill-sharing, and efficient resource allocation to maximize development potential.

Maximize Public/Private Cooperation: Acknowledge that development doesn't occur in isolation. Engage with local government, community organizations, and private stakeholders. Seek partnerships, share knowledge, and align goals to create a symbiotic relationship. By working together, we can achieve sustainable and inclusive development.

Coordinate Redevelopment Activity with Volusia County and Adjacent Cities: the City Holly Hill, Volusia County, and the adjacent cities of Ormond Beach and Daytona Beach have shared redevelopment challenges that may be better addressed through a coordinated redevelopment approach.

SECTION 3.3
PUBLIC ENGAGEMENT

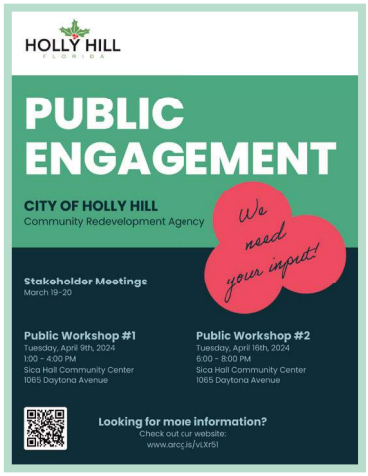
The planning process and community input sessions accomplished as a part of this 2025 Plan included a robust public engagement and outreach program. This program included:

1. An online presence with an interactive website that provided project specific information about upcoming meetings and also enabled visitors to take a community input survey and leave comments on an interactive GIS map of the Holly Hill CRA.
2. In-person, small group, stakeholder interviews, over multiple days, with local business owners, residents and key thought-leaders.
3. Two (2) in-person Community Workshops to facilitate in-depth discussions and provide another opportunity for community input and engagement.

The consultant team dedicated numerous hours to "listening and learning" from different segments of the community prior to drafting this 2025 Plan. These sessions, held in March and April, included stakeholder interviews with property owners, civic leaders, and business proprietors. Additionally, input was solicited from the City's elected officials and senior staff.

On March 19th and 20th, 2024, one-on-one meetings were hosted at City Hall with more than three dozen stakeholder participants. During these sessions, an overview was provided covering what the Agency was legislatively entitled to do, the achievements of the Agency since its inception in 1996, and the proposed schedule for the updated planning process. Participants were then invited to share their perspectives on key issues that needed addressing, suggest who should be involved, and express their overall aspirations for the outcome of the planning process.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)



Following these initial sessions, two community workshops were held at the SICA Hall Community Center on April 9 and April 16, 2024. These workshops were advertised on the City's website including a project-specifi c webpage with a QR code related information. Attendees received a comprehensive overview of the Holly Hill CRA, the Agency, and its history and were encourage to provide input on community issues, projects, and programs by making a series of maps.

This exercise generated numerous comments, ideas, and specific opportunities to consider in developing the 2025 Plan. To broaden community engagement, a project-specifi c website was launched, allowing residents and other interested parties who could not attend the workshops to provide input. Website activity during the Plan update included 1,100 page views, 213 completed surveys, and 36 comments left on the website's interactive maps.

Interviews and workshops conducted during the public engagement process yielded valuable feedback, covering a wide range of questions and addressing various topics, such as:

- Community Character
- Infrastructure Needs
- Business Environment
- Partnerships and Public Participation
- Future Growth Opportunities and Economic Development

Key themes emerged from these areas of focus. Workshop participants contributed their input on preferred priorities, along with ideas and examples for future growth.



Holly Hill CRA Community Workshop

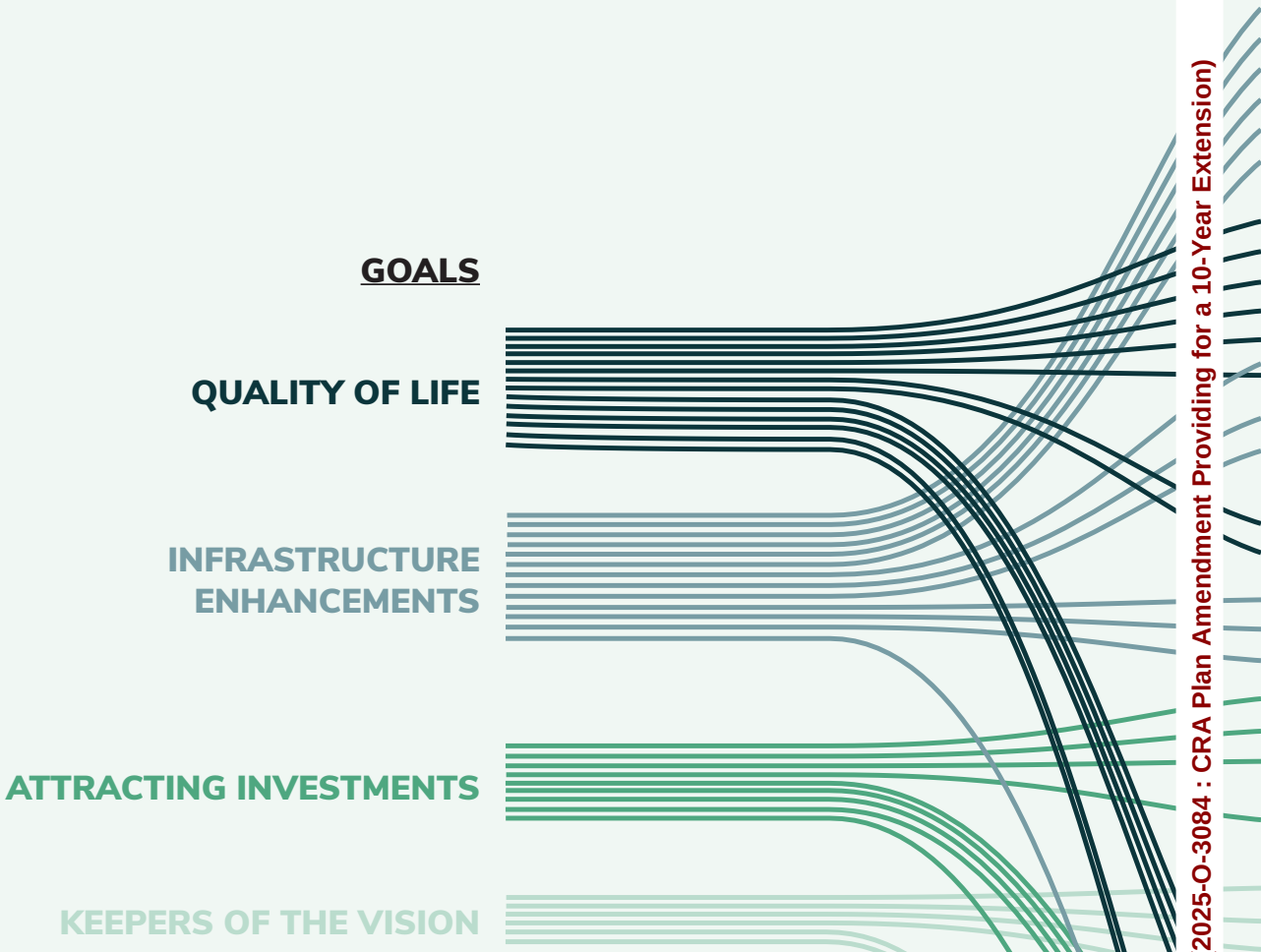


These key themes and areas of focus are illustrated in the fi gure on the following page (see **Figure 7 – Public Engagement Focus Areas and Themes**).

Further details on the public engagement component of this 2025 Plan update can be located within Appendix C – Public Engagement & Community Input.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

Figure 7. Public Engagement Focus Areas and Themes



Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

Infrastructure Needs

Enhance infrastructure along LPGA Boulevard, Railroad Corridor, and Ridgewood.
Invest in upgrades for pedestrian and cyclist safety.
Explore options to reduce vehicular speed along Ridgewood.
Provide mid-block crossings.
Upgrade VOTRAN bus stops.
Identify and prioritize “quiet zone” crossing along railroad corridor.

Community Character

Commit to upgrading living conditions and appearance.
Grants for overall appearance upgrades.
District-wide landscaping installation in right-of-way.
Establish public art program/policies.
Provide entryway and gateway features.
Revisit how to make Ridgewood more aesthetically appealing.
Upgrade landscaping along main corridors.
Develop way finding system.

Business Environment

Initiate Public Outreach activities to engage the business community.
Enhance code enforcement staffing within the Holly Hill CRA.
Complete the design study for LPGA Boulevard, Implement study recommendations.
Develop stormwater master plan.
Complete Phase III of undergrounding overhead utilities.
Proactively position targeted areas for redevelopment.
Create a small area plan for the Pictona Campus and adjacent properties.
Develop a Hospitality/Entertainment District small area plan in southern part of CRA proximate to Daytona Beach’s CRA.
Develop a small area plan for the Carswell Industrial Area incorporating the opportunity for reuse of Volusia County’s EMT facilities.
Establish a steering committee to revisit CRA community input process.
Review roles and responsibilities of previous CRA Advisory Committee.
Research “best practices” format of CRA’s in county and region.
Determine how best to communicate with public and improve implementation process of projects and programs.

Future Growth Opportunities & Economic Development

Address Affordable Housing Shortages.
Purchase of nuisance properties.
Utilize Demolition Grants for nuisance properties.
Evaluate publicly owned properties for workforce housing development opportunities.
Catalyze economic development opportunities.
Attract investment to Pictona Area, Entertainment District, and the Industrial Small Area PC
Support Existing Businesses.
Inventory and catalog all vacant parcels.

Partnerships & Public Participation

Partner with property owners to maintain landscaping.
Partner with existing public/private organizations supporting the production of workforce housing.
Coordinate with Saint Johns River Water Management District (SJRWMD) and Volusia County on funding and implementation of stormwater plan.
Collaborate with Volusia County, Ormond Beach, and Daytona Beach to leverage redevelopment opportunities.
Develop partnerships with other local organizations to leverage resources.
Use CRA Plan document to coordinate redevelopment activities with Volusia County and adjacent cities.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

SECTION 3.4

COMMUNITY-BASED THEMES

Building on the successes of the 2007 Holly Hill CRA Plan and incorporating feedback from an extensive public engagement program, this 2025 Plan has identified four key themes and focus areas, including:

- Attracting Investments
- Keepers of the Vision
- Quality of Life
- Infrastructure Enhancements

Supporting these themes, capital projects and programs identified through the public engagement process became the cornerstones for this 2025 Plan. These capital projects and programs are identified along the subsequent pages.



Attracting Investments

Creating an environment that encourages development and generates prosperity.

GOAL 1: Proactively identify locations for economic catalytic development opportunities.

Objective 1: Pictona Area

- Develop ownership map of possible property assembly.
- Identify key issues that most impact current and future operation and marketing of Pictona.
- Develop small area plan that addresses current and future development opportunities related to parking, access, circulation, campus' optimum use, and complementary land uses.

Objective 2: Proposed Entertainment District

- Develop an ownership map to assist in delineating the optimum area to include in a proposed entertainment district (generally 2nd Street/Riverside Drive/Burleigh Ave./Mason).
- Collaborate with the Daytona Beach Ballough CRA to determine leveraging opportunities for joint planning efforts for their adjacent area for inclusion in the district.
- Establish a property owner's steering committee to assist in guiding discussions and provide input when preparing small area development plans.
- Develop a small area plan that addresses current and future development opportunities related to land uses, parking, access, circulation, land assembly, infrastructure adequacy, etc.

Objective 3: Industrial Small Area Plan

- Using the relocation of Volusia County's Emergency Management Operations as a catalyst, develop an existing conditions infrastructure plan for area (generally Railroad/Mason/Ridgewood and 2nd Street/ Brentwood).
- Establish a steering committee of property owners to address flooding issues, parking, and other issues that impact existing and future industrial area sustainability.
- Develop an infrastructure and land use small area plan to highlight mitigation opportunities.

GOAL 2: Support existing businesses and recruit new businesses.

Objective 1: Review and modify, as needed, incentive policies.

- Continue existing incentive programs relating to facades, landscaping and related appearance issues.
- Explore expanding eligible criteria and resources for strategic businesses and/or locations that may leverage significant return on investment.
- Broaden development incentive policies to include land assembly, demolition, ADA requirements, and other life, safety building code issues.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

Keepers of the Vision

Re-establishing the advocacy platform for Holly Hill-based businesses that were lost with the dissolution of the Holly Hill Chamber of Commerce.

GOAL 1: Establish a process to support community involvement for the monitoring and maintenance of this 2025 Plan.

Objective 1: Review previous structure that established a Holly Hill CRA advisory committee that regularly reported to the City Council on project and program status.

- Appoint a steering committee to review similar CRA advisory committees/boards in other communities to determine "best practices" for recommendations to City Council.
- Establish criteria for advisory board membership, by laws, etc., should City Council determine such advisory assistance would benefit administration, operation, and implementation of programs.

GOAL 2: Establish a bi-monthly meeting schedule of Holly Hilly CRA Advisory Board and Governing Board to meet and discuss Plan implementation activities and business activities in the Holly Hill CRA.

GOAL 3: Evaluate alternative potential business advocacy groups or mechanism to encourage and enable business community participation in Agency activities.



Holly Hill War Memorial and City Hall

Quality of Life

Enhancing the overall living conditions, making the area aesthetically and environmentally appealing for residents, businesses, and visitors.

GOAL 1: Commit to upgrading the overall living conditions and appearance of the Holly Hill CRA.

Objective 1: Promote motel and business establishments physical improvements.

- Enforce existing building, life, safety codes to ensure compliance.
- Continue incentive policies to support property appearance enhancements.
- Provide incentive options for property upgrades or reuses, including demolition.

Objective 2: Initiate public realm improvements.

- Look for opportunities to "soften" Ridgewood corridor through additional landscaping in R-O-W and medians.
- Develop a landscaping "palette" of native, low maintenance materials that can be planted in strategic locations along the corridor and other high traffic areas.
- Develop policies to encourage partnering with private sector to implement and maintain landscaping program.
- Provide opportunities for the integration of public art throughout the area with emphasis along corridors and gateway locations.

Objective 3: Advance community initiatives with private partners to address affordable housing and social service needs in the Holly Hill CRA.

- Support opportunities for providing shelter, both permanent and temporary, for those in need.
- Work with adjacent jurisdictions addressing the social service needs within the Holly Hill CRA and surrounding properties, mitigating impacts.
- Explore housing development opportunities to support and retain existing workforce as well as recruiting future employees.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

Infrastructure Enhancements

Upgrading the existing infrastructure and augmenting with additional improvements to roads, utilities, and stormwater facilities to support economic activity.

GOAL 1: Focus on developing funding options addressing access, mobility, and transportation safety throughout the Holly Hill CRA.

Objective 1: Ridgewood Corridor

- Enhance pedestrian and cyclist improvements with emphasis on safety.
- Explore methods to slow vehicular speeds along key portions along the corridor.
- Provide pedestrian mid-block crossings.
- Develop way-finding system for corridor.
- Work with VOTRAN to upgrade transit stops and maintenance program.

Objective 2: LPGA Boulevard

- Complete necessary widening design study for roadway.
- Identify design constraints to widening and responsible entity to address options.
- Address entryway feature options for corridor.

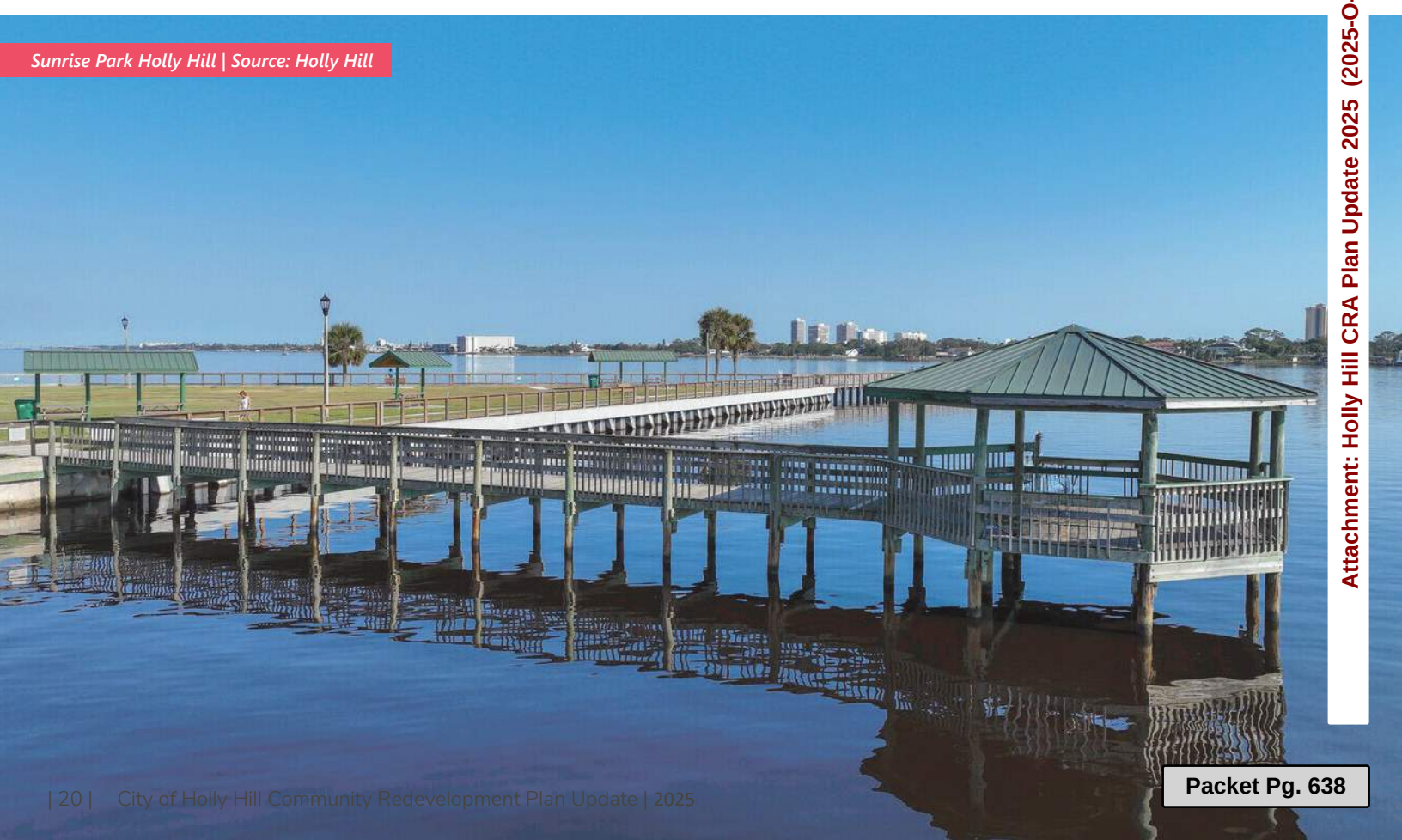
Objective 3: Railroad Corridor

- Identify and prioritize “silent crossing” improvements and related costs.

GOAL 2: Develop stormwater system plan for the Holly Hill CRA to address flooding and water quality runoff issues.

Objective 1: Coordinate with appropriate regulatory organizations to identify scope and scale of appropriate facility designs.

- Meet with St. Johns Water Management District and County engineers to develop implementation program.
- Identify specific priority areas prone to flooding.
- Develop master plan and identify possible funding sources.
- Establish a reporting timeline to create a meaningful schedule for implementing program.



Sunrise Park Holly Hill | Source: Holly Hill

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

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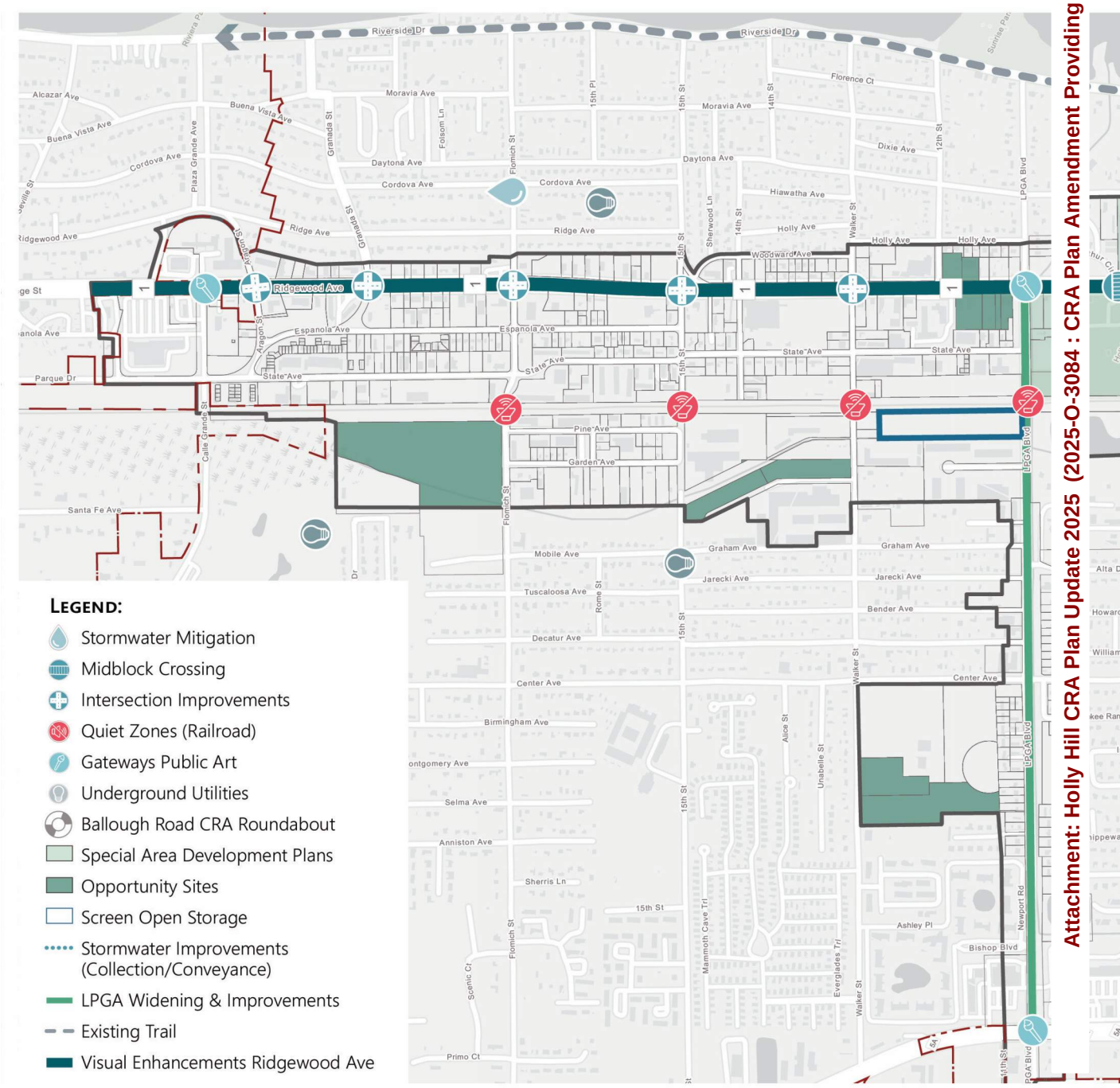
Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

SECTION 3.5

CONCEPTUAL MASTER PLAN

The Holly Hill CRA Conceptual Master Plan on the following page graphically depicts the general locations of the proposed physical and infrastructure improvements to be undertaken during the next ten (10) years. The Conceptual Master Plan shows the general location of the projects and programming proposed to address the Redevelopment Themes of the 2025 Holly Hill CRA Plan, including: *Quality of Life, Keepers of the Vision, Attracting Investments, and Infrastructure Enhancements.* These themes and the projects and programming proposed to address them are shown on the following Conceptual Master Plan Maps and the Section detailed maps (see **Figures 8–12 - Holly Hill CRA and Conceptual Master Plan**).

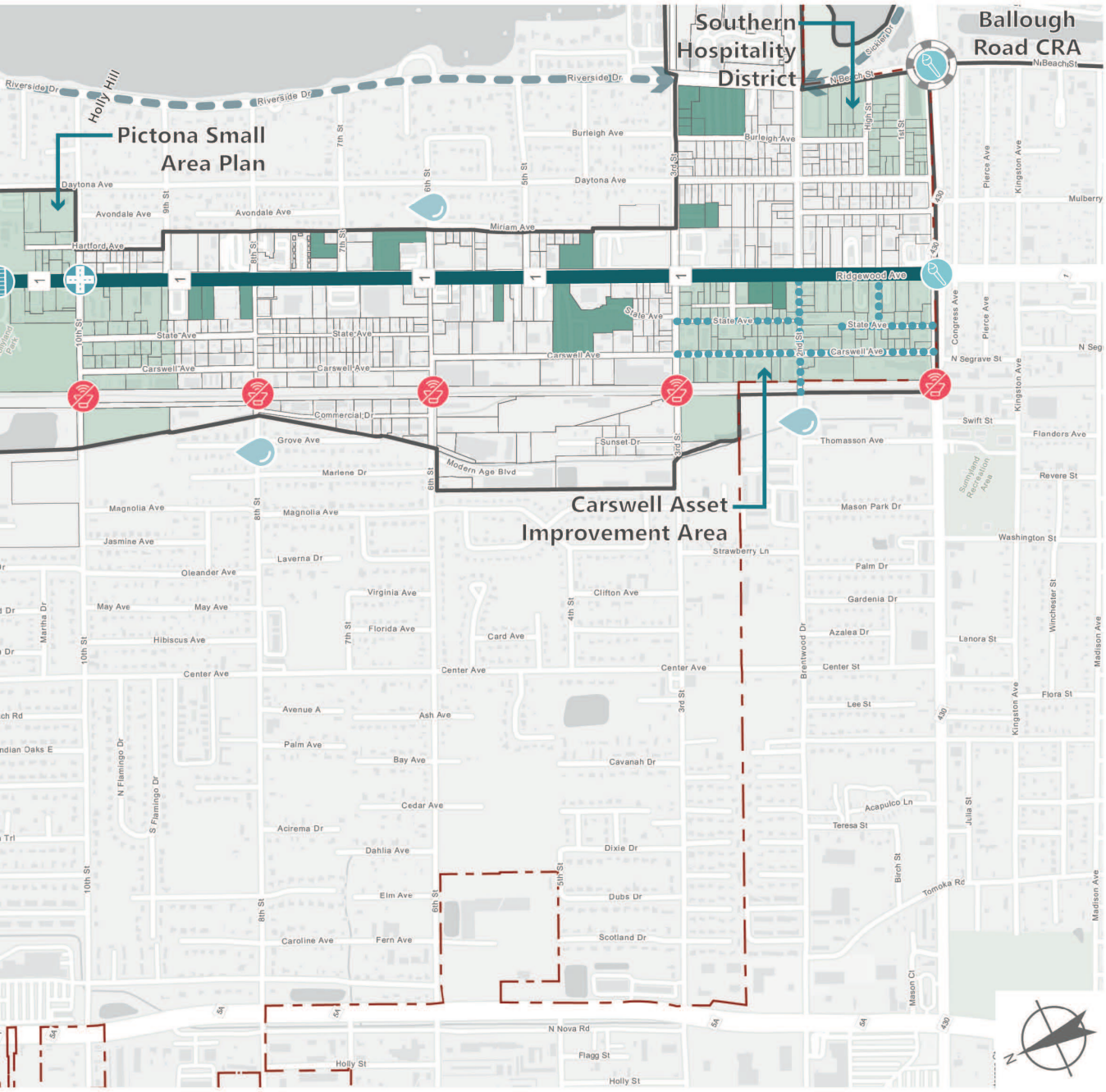
Figure 8. Holly Hill CRA and Conceptual Master Plan



Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

To note, capital projects are grouped to highlight proposed projects that will use Volusia County TIF participation as well as to indicate their relative priority.

The proposed projects for each of the Specific projects and Programming for each Redevelopment Theme includes but is not limited to the projects and programming specifically listed in this Holly Hill CRA Redevelopment Plan update. The Agency may select the proposed listed projects and programming and it may also select additional and alternative projects and programming for placement in the Agency's Annual Work programs that address the four Redevelopment Themes and further implement the objectives of this Holly Hill CRA Redevelopment Plan update.



Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

NORTHERN SECTION OF HOLLY HILL CRA

The Northern Section of the Holly Hill CRA is located between Ormond Beach to the north and Walker Street to the south. The Northern Section is characterized by some of the more recent commercial development along the US-1 corridor and a significant concentration of professional services, as well as medical and healthcare providers. This section is also home to several Adult Congregate Living Facilities ("ACLFs") (i.e., Riviera Senior Living).

Figure 9. Holly Hill CRA and Conceptual Master Plan (Northern Section of Holly Hill CRA)



Proposed improvements for the Northern Section include:

- Gateway enhancements
- Art installations
- Intersection improvements (pedestrian safety, signal timing, etc.)
- US-1 aesthetic improvements (Landscaping, trees)
- Opportunity Site development
- Linear park extension
- Completion of underground utilities placement
- Stormwater collection and conveyance improvements
- Railroad quiet zone prioritization and installation

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)



Pictona at Holly Hill | Source: Homes.com

LPGA BOULEVARD/PICTONA SECTION OF HOLLY HILL CRA

The LPGA Boulevard/Pictona Section is characterized by numerous vacant and dilapidated hotels, commercial facilities, and sites along the US-1 corridor. This section is also home to the City's Municipal Complex and the Pictona community recreational facility.

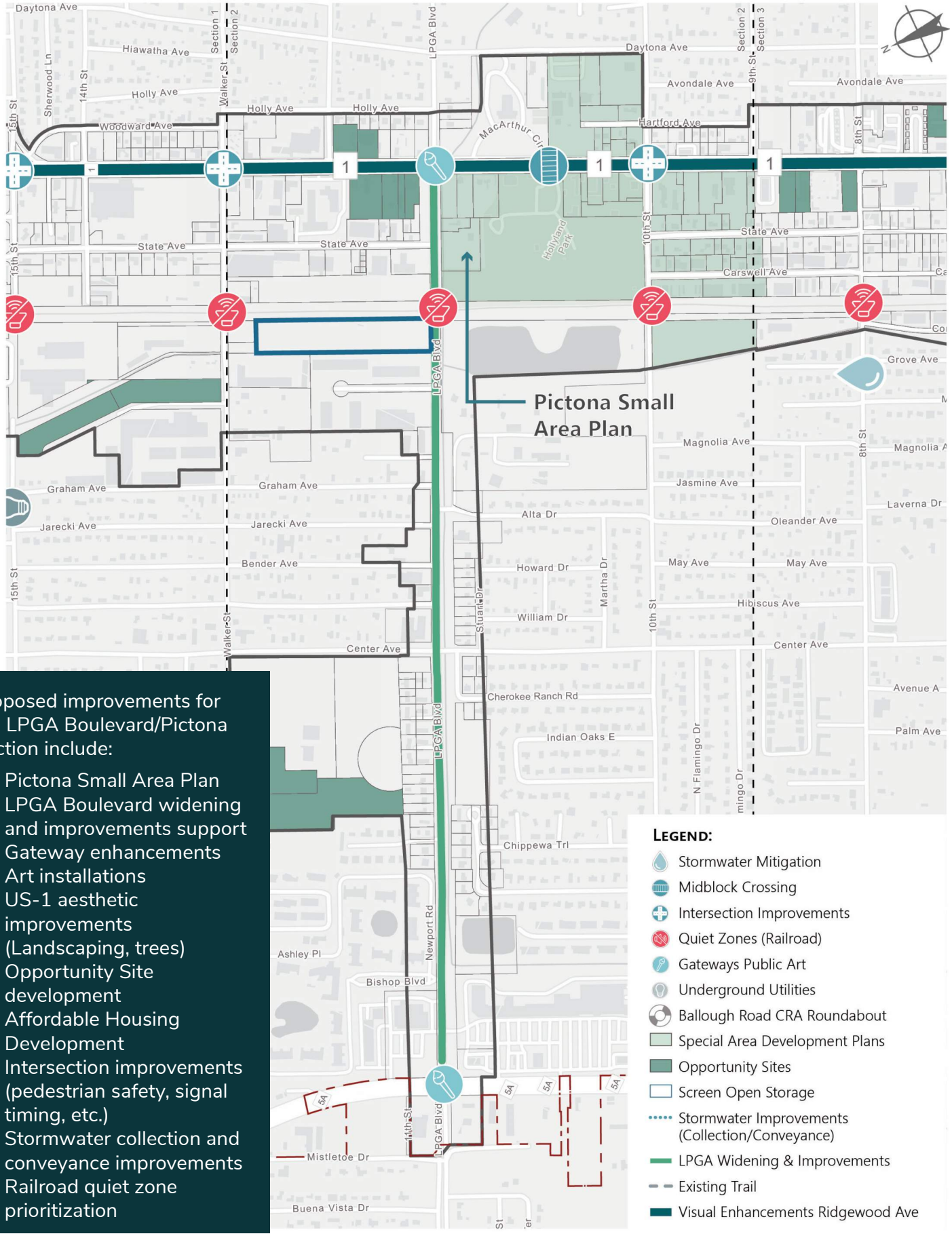
Pictona at Holly Hill has emerged as a regional hub for pickleball, community concerts, and events. Since its opening in 2020, Pictona has consistently expanded its facilities and event offerings each year. The facility's direct and indirect economic impacts on the City have underscored the potential for further development of both the facility and the surrounding properties. A Small Area Plan (SAP) is proposed to assess potential complementary and supporting uses for the parcels around Pictona and to identify possible redevelopment scenarios.

The LPGA Boulevard Corridor serves as a gateway linking the center of the City directly to Interstate 95. Traveling east from Interstate 95 to the City, the roadway configuration and number of travel lanes decrease. This reduction in lanes creates several traffic choke points that often back up during daily commutes. Additionally, the fewer lanes pose potential evacuation capacity constraints and limit economic development by restricting the flow of visitors, employees, and commercial trips.

The City of Holly Hill and the Volusia County Transportation Planning Organization ("TPO") have identified the improvement of LPGA Corridor as a long-term regional objective and a high priority. The Agency may participate with the renovation of the LPGA Corridor in the future by supporting planning and engineering studies, offsetting some construction and right-of-way ("R-O-W") acquisition costs. Additionally, the Agency may assist in further enhancements to the LPGA Corridor, including streetscapes, multi-purpose trails, gateway features, and public art installations.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

Figure 10. Holly Hill CRA and Conceptual Master Plan (LPGA Boulevard/Pictona Section of Holly Hill CRA)



Proposed improvements for the LPGA Boulevard/Pictona Section include:

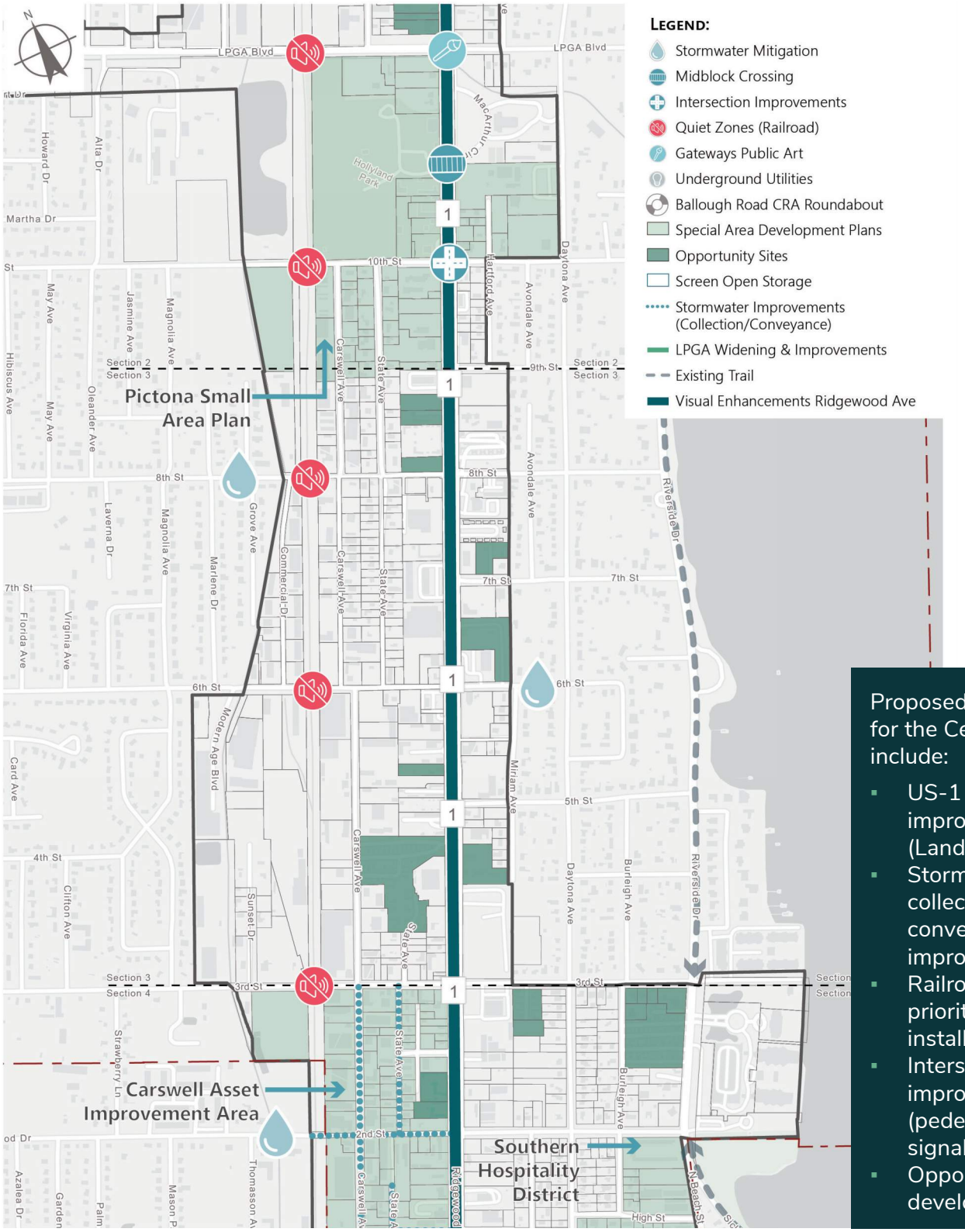
- Pictona Small Area Plan
- LPGA Boulevard widening and improvements support
- Gateway enhancements
- Art installations
- US-1 aesthetic improvements (Landscaping, trees)
- Opportunity Site development
- Affordable Housing Development
- Intersection improvements (pedestrian safety, signal timing, etc.)
- Stormwater collection and conveyance improvements
- Railroad quiet zone prioritization

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

CENTER SECTION OF HOLLY HILL CRA

The Center Section of the Holly Hill CRA is located between 9th Street to the north and 3rd Street to the south. The Center Section is characterized by some of the more mature commercial development along the US-1 corridor, several vacant parcels, deteriorating motel facilities with some parcels more recently redeveloped. This section has several Opportunity Sites identified that have a significant redevelopment potential and may represent acquisition opportunities for the Agency or private sector developers.

Figure 11. Holly Hill CRA and Conceptual Master Plan (Center Section of Holly Hill CRA)



Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)



Intersection of Holly Hill CRA and Ballough Road CRA (Daytona Beach) | Source: Homes.com

SOUTHERN SECTION OF HOLLY HILL CRA

The Southern Section of the Holly Hill CRA lies between 3rd Street to the north and Mason Avenue to the south. The Southern Section features the City's industrial center off Carswell Avenue and a hospitality district along Riverside Drive, situated at the base of the Seabreeze Boulevard Bridge. This section of the Holly Hill CRA borders the City of Daytona Beach's Ballough Road CRA at Mason Avenue and Ballough Road. There is an opportunity to link the Holly Hill CRA with the Ballough Road CRA and the downtown Daytona Riverfront District via the Ballough Road CRA trails and paths.

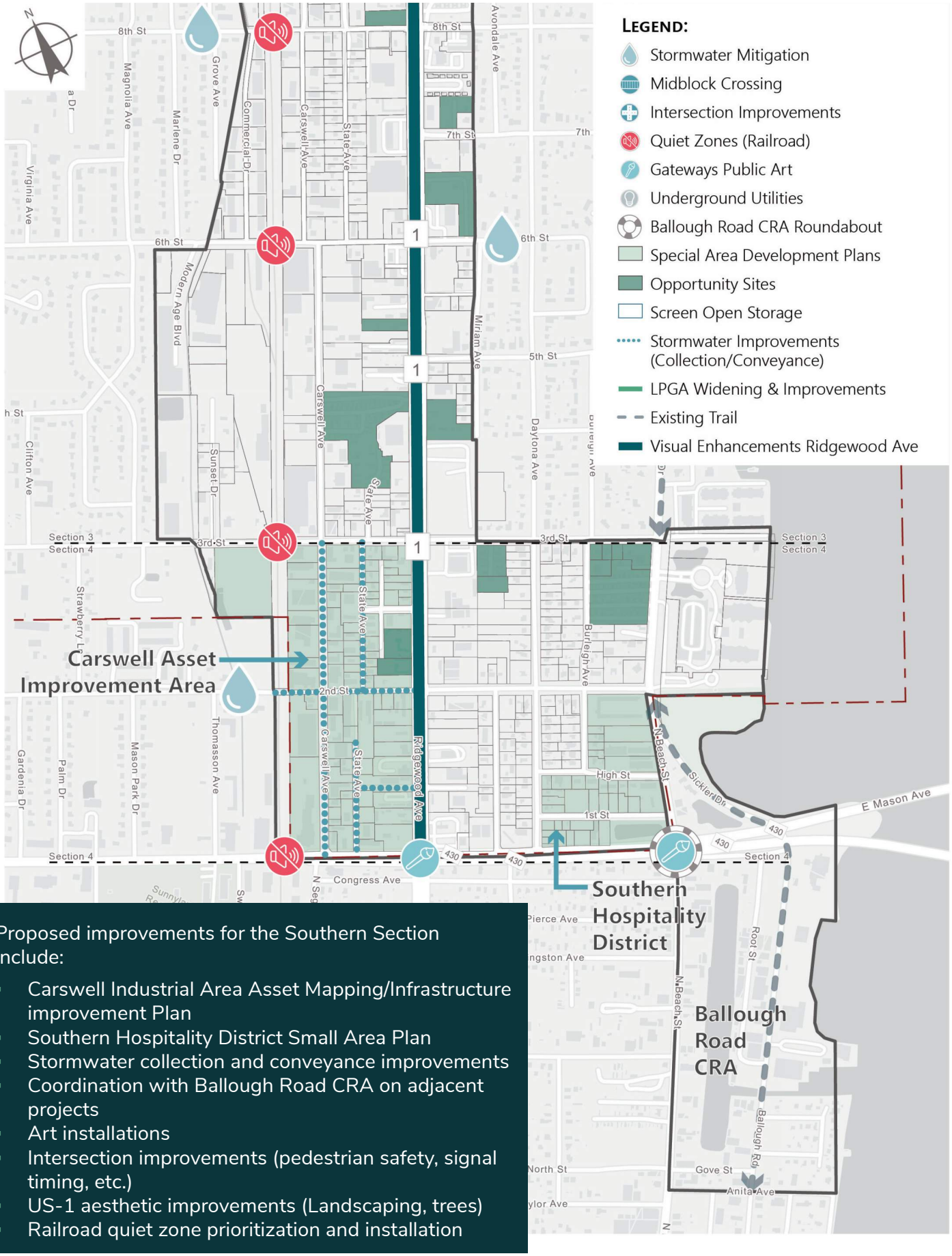
Asset mapping, infrastructure evaluation, and improvement planning (including roadways, stormwater, and lighting) are proposed for the industrial areas along Carswell Avenue. The Agency acknowledges the significant employment and economic contributions these businesses make to the City, County, and the East Central Florida Region. The proposed improvements aim to support ongoing industrial activities by addressing localized flooding, traffic, and safety issues identified in this section.

The Southern Hospitality District is proposed for the Southern Section near Marina Grande condominiums along Riverside Drive. This section already hosts several restaurants, bars, distilleries, and hospitality venues. Its location at the base of the Seabreeze Bridge along Riverside Drive makes it accessible by car, bike, or boat, making it an ideal spot for an entertainment district catering to local residents. A Small Area Plan (SAP) is proposed for the parcels comprising the Southern Hospitality District to evaluate potential complementary and supporting uses, identify possible redevelopment scenarios, and determine potential public realm improvements.

Ongoing collaboration with the City of Daytona Beach's Ballough Road CRA could involve supporting the development of the Mason Avenue Roundabout, enhancing trail connections to the Ballough Road CRA, and forming a Small Area Plan Partnership. This partnership would evaluate potential redevelopment scenarios for parcels along Sickler Drive, Riverside Drive, and North Beach Street within the adjacent CRAs.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

Figure 12. Holly Hill CRA and Conceptual Master Plan (Southern Section of Holly Hill CRA)



Proposed improvements for the Southern Section include:

- Carswell Industrial Area Asset Mapping/Infrastructure improvement Plan
- Southern Hospitality District Small Area Plan
- Stormwater collection and conveyance improvements
- Coordination with Ballough Road CRA on adjacent projects
- Art installations
- Intersection improvements (pedestrian safety, signal timing, etc.)
- US-1 aesthetic improvements (Landscaping, trees)
- Railroad quiet zone prioritization and installation

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

SECTION FOUR
FINANCIAL ANALYSIS & RESOURCE ALLOCATION

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

SECTION 4.1
TAX INCREMENT FINANCING OVERVIEW

The Community Redevelopment Act authorizes a county or municipality to create a Community Redevelopment Agency as a means of redeveloping areas experiencing slum and blighted conditions. Community Redevelopment Agencies administer programs and activities which implement goals as defined within an adopted Community Redevelopment Plan ("Redevelopment Plan"). These programs and activities are primarily funded by tax increment financing ("TIF") revenue, which is used to leverage public funds to facilitate redevelopment activities within Community Redevelopment Areas ("CRAs").

TIF revenues are generated from increases in property values above their value at the time a Community Redevelopment Agency is created. A Redevelopment Trust Fund is established for the TIF revenue as a means of using property taxes from property valuation increases to assist in paying for public improvements that stimulate development and redevelopment. Upon adoption, the Redevelopment Trust Fund ordinance specifies the base valuation of all property located within the boundaries of the CRA. Generally, thereafter, qualified taxing authorities contribute 95% of the taxes they collect into the corresponding Redevelopment Trust Fund based on future increases in the taxable value of all properties contained within the CRA. The TIF revenues can be used immediately, saved for particular projects, or can be used for bond financing to maximize funds available for larger projects.

Specific to the Holly Hill Community Redevelopment Area ("CRA"), the qualified taxing authorities contributing to the Holly Hill CRA Redevelopment Trust Fund include Volusia County ("County"), the City of Holly Hill ("City"), and the Halifax Hospital Medical Center special tax district ("Halifax Hospital").

Funds accrued into the Redevelopment Trust Fund, however, must be used for redevelopment projects, programs, and activities as specified in the Redevelopment Plan and not for general governmental purposes. These funds are to be used only for projects, improvements, acquisitions, and programs within the corresponding geographical boundary of the CRA as well as for approved administrative expenses associated with the CRA as outlined in Chapter 163.370, Florida Statutes.

The following section highlights the summary projections of the tax increment analysis for the Agency. These tax increment projections were prepared by Volusia County Chief Financial Officer. The proposed operational time-frame of the Holly Hill Community Redevelopment Agency is 2036.



Riviera Neighborhood, Holly Hill | Source: Homes.com

SECTION 4.2

HISTORICAL VALUATIONS

The first Holly Hill CRA Redevelopment Plan was adopted in 1996. The Agency has a base operational time frame of 30 years, with an option to be extended for up to 30 additional years from the date of the initial adoption of the Redevelopment Plan, therefore, extending the Agency's operational time frame through 2036. Since adoption, the Agency has implemented a wide range of capital infrastructure improvements within the CRA, such as streetscapes, parks and open spaces, stormwater, and utility improvements. In addition, the Agency has realized numerous redevelopment programming successes, including, but not limited to, small business support, commercial corridor improvements, and destination tourism development.

The Holly Hill CRA has a base year taxable value of $88,342,219. Over the 10-year period from 2014 to 2023, total taxable value for all properties within the CRA grew at a Compound Annual Growth Rate ("CAGR") of 5.3%, experiencing an increase in taxable value from $220,018,713 in 2014 to $370,504,680 in 2023. Comparatively, the total taxable value within the City grew at a slightly greater CAGR of 6.6% during this same 10-year period, thus resulting in a slight decline in the CRA's capture of the City's total taxable value from 45% in 2014 to 40% in 2023. In addition, taxable value from new construction represents on average 0.4% and 0.2% of the total taxable value within the City and CRA, respectively, from 2014 to 2023.

The table below illustrates the annual change in total taxable value, as well as the CRA's capture of total taxable value within the City from 2014 to 2023 (see **Table 1 – Total Taxable Value Growth**).

Table 1. Total Taxable Value Growth, 2014–2023

Year	City's Total Taxable Value	Annual % Change [1]	CRA's Total Taxable Value	Annual % Change [1]	CRA's Capture of City [2]
2014	$ 486,873,412	7.6%	$ 220,018,713	9.0%	45.2%
2015	512,278,988	5.2%	229,892,560	4.5%	44.9%
2016	539,270,722	5.3%	244,837,012	6.5%	45.4%
2017	575,020,311	6.6%	258,210,746	5.5%	44.9%
2018	625,015,551	8.7%	277,702,386	7.5%	44.4%
2019	659,532,572	5.5%	286,679,777	3.2%	43.5%
2020	705,969,306	7.0%	299,235,299	4.4%	42.4%
2021	737,061,540	4.4%	305,600,545	2.1%	41.5%
2022	820,514,326	11.3%	334,545,361	9.5%	40.8%
2023	921,842,630	12.3%	370,504,680	10.7%	40.2%
10-Year Historical CAGR	6.6%	-	5.3%	-	(1.2%)

Sources: Florida Department of Revenue; Volusia County Property Appraiser; GAI Consultants. Note: (1) Reflects year-over-year (Y-O-Y) percent change. (2) Reflects Holly Hill CRA's capture of total taxable value within the City of Holly Hill.

Over the past 10-year period from 2014 to 2023, the Holly Hill CRA Redevelopment Trust Fund realized approximately $24,605,539 in TIF revenues, experiencing a CAGR of 5.7% during this same period, as depicted in the following table.

The Holly Hill CRA Redevelopment Trust Fund experienced the greatest annual change in TIF revenues over the past year, increasing 10.7% from 2022 to 2023 (see **Table 2 – Summary of Historical TIF Collections**).

Table 2. Summary of Historical TIF Collections, Holly Hill CRA

Year	Total Taxable Value	Total Taxable Value less Base [1]	County Contribution at 95%	City Contribution at 95%	Halifax Hospital Contribution at 95%	Total TIF Revenues [2]	Annual % Change [3]
2014	$ 220,018,713	$ 131,676,494	$ 858,448	$ 891,951	$ 125,093	$ 1,875,502	12.9%
2015	229,892,560	141,550,341	924,326	958,845	128,422	2,011,592	7.3%
2016	244,837,012	156,494,793	992,209	1,025,065	112,409	2,129,684	5.9%
2017	258,210,746	169,868,527	1,076,598	1,112,665	31,016	2,250,279	5.7%
2018	277,702,386	189,360,167	1,128,769	1,169,299	63,790	2,361,858	5.0%
2019	286,679,777	198,337,558	1,165,024	1,177,629	66,814	2,409,467	2.0%
2020	299,235,299	210,893,080	1,166,288	1,252,178	197,674	2,616,390	8.6%
2021	305,600,545	217,258,326	1,247,413	1,289,971	196,674	2,734,058	4.5%
2022	334,545,361	246,203,142	1,287,347	1,461,831	201,288	2,950,466	7.9%
2023	370,504,680	282,162,461	1,473,548	1,581,521	211,173	3,266,242	10.7%
10-Year Historical Total (2014-2023)			$ 11,319,971	$ 11,920,965	$ 1,364,603	$ 24,605,539	–

Sources: GAI Consultants; Florida Department of Revenue; Volusia County Property Appraiser; City of Holly Hill. Notes: Totals may not add due to rounding. (1) Reflects a base year value of $88,342,219. (2) Assumes a 95% contribution rate from Volusia County, City of Holly Hill, and Halifax Hospital. (3) Reflects year-over-year ("Y-O-Y") percent change.

To note, the current operational term of the Holly Hill Community Redevelopment Agency began in 1996 and the Agency is due to "sunset" in 2026. Therefore, the projection years following 2026 are provided for consideration of extending the Agency's "sunset" date.

SECTION 4.3

TAX INCREMENT PROJECTIONS

The tax increment projections contained herein were prepared by Volusia County Chief Financial Officer. These projections assume a continual decline in millage rates at the average rate of reduction recently observed. Additionally, projections calculate anticipated property values based on historic growth rates.

REVIEW OF MILLAGE RATES

As illustrated in **Table 3 – Review of Millage Rates**, the total millage applicable to properties located within the Holly Hill CRA has experienced a steady decline from 14.9929 in 2014 to 12.1850 in 2023. Millage rates for the County and Halifax Hospital have steadily decreased over the last 10-years.

Table 3. Review of Millage Rates

Year	County	City	Halifax Hospital	Total Holly Hill CRA
2014	6.8625	7.1304	1.0000	14.9929
2015	6.8737	7.1304	0.9550	14.9591
2016	6.6739	6.8949	0.7561	14.3249
2017	6.6714	6.8949	0.3781	13.9444
2018	6.2747	6.5000	0.3546	13.1293
2019	6.1831	6.2500	0.3546	12.7877
2020	5.8213	6.2500	0.9879	13.0592
2021	6.0438	6.2500	0.9529	13.2467
2022	5.5040	6.2500	0.8606	12.6146
2023	5.4972	5.9000	0.7878	12.1850

Sources: Volusia County Property Appraiser; City of Holly Hill.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

TAX INCREMENT PROJECTIONS

The tax increment projection model, prepared by Volusia County Chief Financial Officer, provides a high and moderate scenario for tax increment that may be generated through 2036. The projection model predicts that the Holly Hill CRA will generate a combined tax increment between $10,675,755 and $10,759,755 through the Agency's current sunset date, 2026.

The Holly Hill CRA is anticipated to generate, in total, between $46,390,200 and $49,031,200 in additional receipts throughout the 10-year projection period, 2027 to 2036. Over the full planning period, 2024 through 2036, the projection model reflects CAGRs in TIF revenues between 3.7% and 4.4% for the Holly Hill CRA Redevelopment Trust Fund. Additionally, the Holly Hill CRA is projected to experience an increase of between 85% and 98% in total taxable value over the full planning period.

The table below details the moderate projection scenario prepared by Volusia County Chief Financial Officer throughout the full planning period, 2024 to 2036 (see **Table 4 – Summary of TIF Revenue Projections, Moderate Scenario**).

A detailed table of the high projection scenario table can be located in Appendix D – Detailed Financial Analysis Tables.

As the increment value increases, Volusia County's contribution rate to the TIF Trust Fund will decrease over time (i.e., the County shall contribute at a 95% participation rate for increment up to $1,000,000, 75% for increment between $1,000,000 and $2,000,000, and 50% for increment above $2,000,000). This decreasing TIF participation rate will rely upon the TIF projections provided by Volusia County Chief Financial Officer. The decreasing TIF participation rate is not reflected in Table 4 below. Example calculations of the decreasing contributions can be located in Appendix E – Example Calculations of Decreasing Contribution Tables.

When determining the millage to be used to estimate the Volusia County TIF contribution, the County will utilize the lower of the either the County or City's general fund millage rate. The County will not utilize a millage rate higher than the City's current millage rate when determining the County TIF participation amount.

Table 4. Holly Hill Redevelopment Trust Fund TIF Revenues, *Moderate Scenario*

Year	Value of CRA	Incremental Value	County Millage	County CRA Contribution @ 95%[1]	Total Millage	Millage % Change	Total CRA Contributions/ Revenue
2024	$388,048,240	$299,706,021	5.434	$1,547,172	11.965	-1.81%	$3,406,655
2025	$408,493,053	$320,150,834	5.312	$1,615,700	11.697	-2.24%	$3,557,500
2026	$430,015,027	$341,672,808	5.193	$1,685,700	11.435	-2.24%	$3,711,600
Agency's Current Sunset Date (2026) Sub-Total[2]				$4,848,572			$10,675,755
2027	$452,670,913	$364,328,694	5.077	$1,757,100	11.179	-2.24%	$3,869,000
2028	$476,520,453	$388,178,234	4.963	$1,830,200	10.928	-2.24%	$4,029,900
2029	$501,626,537	$413,284,318	4.852	$1,904,900	10.683	-2.24%	$4,194,400
2030	$528,055,366	$439,713,147	4.743	$1,981,300	10.444	-2.24%	$4,362,600
2031	$555,876,632	$467,534,413	4.637	$2,059,500	10.210	-2.24%	$4,534,700
2032	$585,163,696	$496,821,477	4.533	$2,139,400	9.981	-2.24%	$4,710,800
2033	$615,993,787	$527,651,568	4.431	$2,221,300	9.757	-2.24%	$4,891,000
2034	$648,448,200	$560,105,981	4.332	$2,305,100	9.539	-2.24%	$5,075,500
2035	$682,612,515	$594,270,296	4.235	$2,390,800	9.325	-2.24%	$5,264,400
2036	$718,576,820	$630,234,601	4.140	$2,478,700	9.116	-2.24%	$5,457,900
10-Year Tax Collections Total				**$21,068,300**			**$46,390,200**
Full Planning Period (2024-2036)[3]				**$25,916,872**			**$57,065,955**

Sources: Volusia County Chief Financial Officer. Notes: Totals may not add due to rounding.
Notes: (1) As the increment value increases, Volusia County's contribution rate to the TIF Trust Fund will decrease over time (i.e., the County shall contribute at a 95% participation rate for increment up to $1,000,000, 75% for increment between $1,000,000 and $2,000,000, and 50% for increment above $2,000,000). This decreasing TIF participation rate will rely upon the TIF projections provided by Volusia County Chief Financial Officer. The decreasing TIF participation rate is not reflected in Table 4 above. (2) The years following sunset are provided for reference in a future evaluation of extending the Agency's current sunset date, 2026; therefore, the 10-Year Tax Collections Total reflects the projection period from 2027 to 2036. (3) The full planning period reflects the years extending from 2024 to 2036.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

SECTION 4.4

ALTERNATIVE FUNDING OPTIONS AND INCENTIVE PROGRAMS

POTENTIAL RECEIPTS AND CAPITAL CONTRIBUTIONS

Identified below are several ways other communities have opted to improve or enhance both operational receipts and capital resources. These alternative funding options could be instrumental in the Agency obtaining additional resources to fund redevelopment projects and programs. Some options are addressed below.

General Fund

This is the most common source of budgetary commitments within a community and appears to be the primary means of funding or supporting various redevelopment activities in the City and the CRA today.

Advantages

- Commonly used for both capital and operations.
- Subject to annual and continuing reviews.
- Any receipts or dollars generated combine well with other resources.
- Probably the most reliable financial mechanism.
- Dollars can be allocated to almost any purpose.
- Already a functioning system in place to address needs.

Disadvantages

- May be difficult to justify additional spending for facilities in certain locations.
- Whatever the City budget might be, it is limited by law to a certain millage ceiling.

Special Assessments

Special assessments are fees levied to achieve a specific level of benefit or service. They take many forms under various provisions of Florida law. Depending upon their purpose or means of implementation, such assessments may be imposed simply by the City as the controlling legislative body, or could be authorized by referendum in some cases.

It is a financial resource with flexible application to absorb or offset both capital and operational costs. They can be applied to the capital or operational costs of parks as well as roads, lighting, and other facilities or infrastructure broadly defined.

Assessments must be shown to provide a demonstrable benefit to property, and the charge cannot exceed the benefit that reflects considerations more than simply an increase in property value. They can extend citywide or to certain accessible or identifiable areas. Because the idea of a benefit is quite broad, there are multiple ways of allocating the assessment itself. The manner ultimately applied should satisfy certain tests of reasonableness and logic, but Florida law allows extensive latitude.

Advantages

- Commonly used for both capital and operations.
- Subject to annual and continuing reviews.
- Any receipts or dollars generated combine well with other resources.
- Probably the most reliable financial mechanism.
- Dollars can be allocated to almost any purpose.
- Already a functioning system in place to address needs.

Disadvantages

- Additional charge for services perceived as more properly absorbed by tax (General Fund) dollars.
- While there are ways to reduce assessments to specific properties, such as schools or churches, all benefited properties generally must contribute.
- May be difficult to justify added charges or fees in disadvantaged neighborhoods.
- If subjected to referendum, may not be adopted.

Simple Users Fees

While such fees are typically associated with a controlled gate and for selected facilities, it is not uncommon for them to apply to trails and conservation areas at an obvious access point, often through an honor system. Where there is not an attendant, which is typical in many situations, rates would be posted, and there would be a secure box for collections. These proceeds are generated for a specific park or area deemed to benefit from their imposition and their collection.

Advantages

- Tied to specific facilities.
- May combine existing workers if maintenance is an issue at a targeted location.
- Ease of administration.
- Any receipts or dollars generated combine well with other resources.
- Dollars can be allocated to site, area, or facility specific or activities.

Disadvantages

- Best for modest collections.
- Unlikely to offset major costs.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

OTHER COMPLEMENTARY PROGRAMS

While assessments, benefit charges, and increment dollars could be extraordinarily effective, there are other funds and financing techniques that should be considered as well. These additional approaches leverage the value of other dollars and have application to specific activities.

Grant Programs

Grants are typically performance and/or criteria-based awards directed to a variety of initiatives and originating from many different local, state, and national resources. They are typically competitive, although "need" may be a sufficient premise for an award. Grants are sometimes provided by major area banks and institutions, foundations, and many smaller non-profits. Federal and state grant opportunities are highly limited. As such, their value and availability today are highly speculative, and are not a sturdy foundation for an implementation plan, especially if there are near-term objectives that must be satisfied. Grants are better viewed as enhancements to financial options that are imminent and controlled by the parties or groups looking to realize immediate change.

Advantages

- They are often dollars extended without recurring obligations to the recipient.
- They can often be paired with, or inserted into, any financial scheme.
- They can be available for both capital and operational activities.
- May create a long-term partnership with granting entities or institutions.
- May be flexible in some cases as circumstances evolve.

Disadvantages

- Not likely to be an immediate financial resource.
- Usually highly competitive and can be costly.
- Major reporting and accountability requirements.

Improved Leveraging of Existing Efforts

In many controlled situations, there are likely to be projects, programs, or work that could be coordinated and leveraged to support or implement the development and/or redevelopment activities or management responsibilities associated with potential catalyst site concepts. Here, we are also considering the existing or potential maintenance activities or improvements already occurring within the CRA.

All the development and/or redevelopment of the catalyst sites controlled by the Agency and nearby areas will require coordination, planning, and other efforts that might be funded or supported together such that the cooperative arrangements benefit the City and the Agency in some measurable or reasonable way. Over many projects or programs, careful planning, coordination, and scheduling can save dollars that often may be sufficient in scale to support the equivalent of still other projects.

Advantages

- Recognizes and leverages investments in staff and other program resources which have already been committed.
- The costs often leverage dollars without recurring additional obligations.
- Efforts are wholly marginal costs, so they are extremely efficient from an economic standpoint.
- Can literally be paired with, or inserted into, any financial or program scheme.
- Flexible in some cases as circumstances evolve.

Disadvantages

- Requires very forward-looking thinking.
- Rarely aligns perfectly with existing budget priorities.
- May alter a preferred sequence of events.

INCENTIVE PROGRAMS

Development incentives are a set of policies which encourage economic development. These incentives take many forms such as: Tax Refunds, Tax Increment Financing, Enterprise Zones, Foreign Trade Zones, Historic Grants and Tax Credits, Interest write down, New Market Tax Credits, the use of Private/Public Partnerships, Pre-Development Loans, Grants, insurance programs, Non Ad-Valorem Loan Guarantees, enhanced public amenities, Brownfield Funding and other Municipal Finance Strategies.

The 20 incentives summarized within the following pages may be adopted by the City and provide the Agency's the tools necessary to continue to attract quality development projects and investment into the community. It is critical to note that in any given year any local, state, and federal program may be underfunded or discontinued. It is the responsibility of the Governing Body, Agency, Staff, and downtown developers and residential and retail applicants to be mindful of the health of any such program for which funds are being sought.

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1. Florida Brownfield Program
The Florida Brownfield Program encourages voluntary cleanup of Brownfield sites by awarding tax credits to partially offset the cost of site rehabilitation or solid waste removal. In 2010, the Holly Hill CRA was designated a Brownfield Area for economic development purposes by the City Commission. The Holly Hill Economic Enhancement District was enacted through City Resolution 2010-R-10. *This designation enables the Agency to utilize the financial and regulatory incentives provided in Chapter 376.84, Florida Statutes, 2024.*

2. Economic Development Transportation Funds
A State of Florida program designed to alleviate transportation problems that adversely impact a specific company's location or expansion decision. Eligible projects are those that facilitate economic development by eradicating location-specific transportation problems on behalf of a specific eligible company.

3. Capital Investment Tax Credit (CITC)
CITC is used to spur capital investment in Florida's High Impact Sectors. It is an annual credit, provided for up to 20 years, against the corporate income tax. The amount of the annual credit is based on the eligible capital costs associated with a qualifying project. Eligible capital costs include all expenses incurred in the acquisition, construction, installation, and equipping of a project form the beginning of construction to the commencement of operations.

4. High Impact Performance Incentive Grant (HIPI)
Negotiated grant used to attract and grow major high impact facilities in Florida. Grants are provided to pre-approved applicants in certain high-impact sectors designated by the Florida Department of Economic Opportunity (DEO).

5. Qualified Target Industry Tax Refund (QTI)
Available for companies that create high-wage jobs in targeted high-value-added industries.

6. Local Government Distressed Area Matching Grant
Stimulate investment in Florida's economy by assisting Local Governments in attracting and retaining targeted businesses. The amount awarded by the State of Florida will equal $50,000 or 50% of the local government's assistance amount, whichever is less, and be provided following the commitment and payment of that assistance.

7. Innovation Incentive Program
This program allows the state to compete effectively for high-value research and development, innovation business, and alternative and renewable energy projects. Long-term investments made by the state in industry clusters are critical to Florida's future of economic diversification.

8. Qualified Defense & Space Contractor Tax Refund (QDSC)
Pre-approved QDSC projects receive tax refunds of up to $5,000 per job created or saved in Florida. There is a cap of $7.5 million per single qualified applicant in all years, and no more than $2.5 million in tax refunds may be received in any given fiscal year. Businesses must pay 115% of the state average wage and secure municipality matching 20% financial support.

9. Quick Action Closing Fund (QACF)
This is an up-front discretionary grant incentive that can be accessed by Florida's Governor, after consultation with the President of the Senate and the Speaker of the House of Representatives and review by the Joint Legislative Budget Commission, to respond to unique requirements of wealth-creating projects. When Florida is vying for intensely competitive projects, Closing Funds may be utilized to overcome a distinct, quantifiable disadvantage after other available resources have been exhausted.

10. Sales and Tax Use Exemptions on Machinery and Equipment
This exemption is for sales and use taxes paid on the purchase of new machinery and equipment used (directly related) to produce a product for sale. This program is administered through the Florida Department of Revenue. The program is for manufacturing and printing businesses or businesses that use a portion of a manufacturing process and are relocating to the area opening a new facility, or expanding.

11. Sales and Tax Exemptions on Electricity Used in Manufacturing Process
An exemption of the 7% sales tax for electricity used in the manufacturing process (if 75% or more of electricity is used in manufacturing). Exemption is managed through the Florida Department of Revenue.

12. Work Opportunity Tax Credit (WOTC)
The WOTC is a federal income tax credit that provides incentives to private for-profit employers to encourage the hiring of individuals from certain targeted groups who traditionally have difficulty finding employment. Employers can reduce their federal income tax liability up to $9,600 during the first year of employment of a member of targeted

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

group, depending on the target group. There is no limit to the number of qualified employers for which an employer receives this tax credit.

13. New Markets Tax Credits (NMTC)

The NMTC Program was established to spur new or increased investments into operating businesses and real estate projects located in low-income communities. The NMTC Program attracts investment capital to low-income communities by permitting individual and corporate investors to receive a tax credit against their federal income tax return in exchange for making equity investments in specialized financial institutions, called Community Development Entities (CDEs).

14. Historic Rehabilitation Tax Credit

The Federal Government encourages the preservation of historic buildings through various means, one of which is the program of federal tax incentives to support the rehabilitation of historic and older buildings. The National Park Service administers the program with the Internal Revenue Service in partnership with the Florida Division of Historic Preservation. The tax incentives promote the rehabilitation of historic structures of every period, size, style, and type. The tax incentives for preservation attract private investment to the historic cores of cities and towns. They also generate jobs, enhance property values, and augment revenues for state and local governments through increased property, business, and income taxes. The Preservation Tax Incentives also help create moderate and low-income housing in historic buildings. Through this program, abandoned and underused schools, warehouses, factories, churches, retail stores, apartments, hotels, houses, and offices throughout the country have been restored to life in a manner that maintains their historic character.

15. Housing Credit (HC) Program

The HC Program is governed by the U.S. Department of the Treasury and Florida's allocation is administered by the Florida Housing Finance Corporation. Under the HC Program, successful applicants are provided with a dollar-for-dollar reduction in federal tax liability in exchange for the development or rehabilitation of units to be occupied by very low- and low-income households. Developers that cannot use the tax reduction may sell credits in exchange for equity to the development. On a project basis, the amount of credits available is approximately equal to 9% of the cost of building each very low-income unit, including a developer fee but excluding land cost. For certain federally assisted projects (Mortgage Revenue Bonds and Rural Housing), this translates into 4% of building costs. Syndication of the credits to investors can raise equity to pay for 40% or more of a project's costs.

16. Pre-Development Loan (PLP)

The PLP Program provides below-market interest rate financing and technical advisory services to nonprofit organizations and public entities for preliminary development activities necessary to obtain the requisite financing to construct home ownership or rental housing developments.

17. Rental Housing Mortgage Revenue Bonds (MRB)

The MRB utilizes funds generated from the sale of both taxable and tax-exempt bonds to make below-market interest rate loans to non-profit and for-profit developers of rental housing. Developments that receive tax exempt financing also receive automatic 4% Housing Credits directly from the Federal Government.

18. State Housing Initiative Partnership (SHIP)

SHIP's mission is threefold: (1) provide funding to eligible local governments for the implementation of programs that create and preserve affordable housing; (2) foster public-private partnerships to create and preserve affordable housing; and (3) encourage local governments to implement regulatory reforms and promote the development of affordable housing in their communities by using funds as an incentive for private development. Funds are allocated to every Florida County as well as municipalities that receive CDBG funds.

19. State Apartment Incentive Loan Program (SAIL)

The SAIL Program provides low-interest rate mortgage loans to developers that build or rehabilitate rental developments, made affordable to very low-income households (50% or less of area median). The SAIL loan bridges the gap between a development's primary financing and total development costs.

20. Grow Volusia Business Program (GVBP)

GVBP is a performance-based initiative aimed at fostering job creation and economic growth in Volusia County. It provides financial incentives to new and expanding businesses based on the number of jobs created and the wages offered, with the County covering 80% of the awarded amount and the municipality matching 20%. The program also offers additional bonuses for higher wages, target industries, and specific locations, with a maximum award of $5,000 per job.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

SECTION 4.5

CAPITAL IMPROVEMENT PLAN

The proposed Capital Projects and Programming Worksheet presents potential projects, programming, their anticipated cost estimates and potential general timeframes for implementation in accordance with Section 163.362, Florida Statutes (see **Table 5 – Capital Projects and Programming Worksheet**). This information is to be used when preparing the Holly Hill Community Redevelopment Agency's Annual Budget and Work Program. This is not an Annual Budget document. Future projects undertaken by the Agency that are not specifically listed in this Worksheet may be supported and implemented by the Agency as long as those projects and programming address the Redevelopment Themes/Focus Areas, Redevelopment Goals, and Action Strategies contained in this Plan.

The proposed Capital Projects are grouped and prioritized to indicate the projects that will utilize both City and County TIF contributions, as well as those projects that will not utilize County TIF contributions. All administrative and operational costs of the Agency shall be the responsibility of the City's TIF contribution. The sunset date for the proposed capital improvements detailed in the following table is 2036. The Agency will pursue potential grant(s), such as the ECHO Grant, appropriate to the respective capital improvement project prior to utilizing County TIF contributions for appropriate capital improvements as identified in the following table. Notwithstanding, and in compliance with F.S. Chapter 163, the Agency may utilize County TIF contributions for any costs incurred by the Agency in their reasonable pursuit of potential grants for appropriate capital improvements as identified in the following table, including but not limited to, application fees, matching funds, grant management, reporting, and/or administration costs.

The Holly Hill Community Redevelopment Agency shall submit its proposed Annual Work Plan and Budget to the County for review prior to Agency adoption and no later than August 1 each year. In addition, the Holly Hill CRA Plan may be updated and modified in coordination with Volusia County every 5 years or less as directed by the Agency.

Table 5. Capital Projects and Programming Worksheet

		Years 0-3 2025-2028	Years 4-7 2029-2032	Years 8-10 2033-2036
Quality of Life *Upgrade Overall Living Conditions and Appearance of the CRA*				
Volusia County and City TIF Funded Capital Projects				
	Public Realm Improvements			
Priority: A1	**Ridgewood Corridor Improvements**			
	Upgrade of Landscaping Investments/Medians	$750,000	$1,500,000	$2,250,000
	Additional Landscaping	$250,000	$400,000	$750,000
A2	**Mason Avenue Improvements**			
	Roundabout (In coordination with Ballough Road CRA)	$250,000	$350,000	
	Landscaping	$75,000	$150,000	$250,000
	Trail Connections	$225,000	$275,000	$350,000
B	**Riverside Park Improvements/Upgrade of Investments**	$125,000	$150,000	$250,000
B	**Establish a Public Art program**	$35,000	$85,000	$70,000
B	**District-wide Public Art installations**	$50,000	$80,000	$100,000
B	**District-wide Landscaping**	$250,000	$350,000	$450,000
City TIF *Only* Funded Projects				
	Promote Motel and Business Establishments			
	CRA Code Enforcement Support	$55,000	$75,000	$85,000
	CRA Property Improvement Grant Program	$225,000	$400,000	$750,000
	Nuisance property purchase and demolition	$400,000	$750,000	$1,000,000

Sources: GAI Consultants; Volusia County; City of Holly Hill; Holly Hill Community Redevelopment Agency.

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Continue of Table 5. Capital Projects and Programming Worksheet

		Years 0-3 2025-2028	Years 4-7 2029-2032	Years 8-10 2033-2036
	Public Partnerships for Affordable Housing and Social Services			
	Evaluate publicly owned sites for development of Affordable Housing	$10,000	$2,500	$5,000
	Affordable Housing Programming/Support	$75,000	$150,000	$3,000,000
	Coordinate with adjacent jurisdictions to address transients	$10,000	$10,000	$20,000
	Explore opportunities to develop workforce housing	$10,000	$25,000	$50,000
	Workforce Housing Programming/Support		$150,000	$3,000,000
	Public Safety			
	CRA Dedicated HHPD Officers	$966,342		
	Code Enforcement			
	Code Enforcement Personnel and Activities	$192,783	$200,000	$500,000
	Total Quality of Life	**$3,954,125**	**$5,102,500**	**$12,880,000**
	Infrastructure Enhancements *Develop Funding Options for Access, Mobility, and Transportation Safety Throughout the CRA*			
Volusia County and City TIF Funded Capital Projects				
Priority: A1	**LPGA Boulevard**			
	Complete Design Study and Alternatives Study	$280,000	$350,000	
	Support realignment PD&E (Add'l. studies as needed)		$550,000	
	Support LPGA improvements/construction/ROW acquisition		$20,000,000	$28,000,000
	Identify design constraints and responsible entities for options	$125,000		
	Gateway and Entry features for LPGA		$400,000	$600,000
	Public Art Installations (LPGA Corridor)		$75,000	$75,000
A2	**Ridgewood Corridor**			
	Pedestrian and Cyclist Safety Improvements	$500,000	$750,000	$1,500,000
	Reduce vehicular speeds	$450,000	$650,000	$900,000
	Provide/Maintain mid-block crossings	$180,000	$225,000	$375,000
	Develop/Maintain corridor way-finding system/signage	$45,000	$150,000	$135,000
	Upgrade Transit Stops with VOTRAN	$40,000	$90,000	$160,000
	Upgrade Median Trees	$40,000	$85,000	$225,000
A2	**Address Flooding and Run-off Water Quality**			
	Coordinate with SJRWMD	STAFF		
	Develop Storm Water Master Plan for CRA	$405,000		
	Facilitate installation of Stormwater Improvements	$750,000	$5,000,000	$7,500,000
	Halifax River Outfall Evaluation/Backflow Prevention	STAFF/ECFRPC/ SJRWMD	$7,500,000	$11,000,000
B	**Railroad Corridor**			
	Identify and Prioritize 'Quiet Crossing' locations	STAFF	STAFF	STAFF
	Facilitate installation of 'Quiet Crossings'	$500,000	$2,500,000	$4,000,000
B	**Underground Utilities**			
	Complete Phase III of placing overhead utility underground			
	(Associated Debt Service Payments)	$2,600,000		
	Total Infrastructure Enhancements	**$5,915,000**	**$38,325,000**	**$54,470,000**

Sources: GAI Consultants; Volusia County; City of Holly Hill; Holly Hill Community Redevelopment Agency.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

Continue of Table 5. Capital Projects and Programming Worksheet

		Years 0-3 2025-2028	Years 4-7 2029-2032	Years 8-10 2033-2036
	Attracting Investments *Encourage Private Sector Investment and Generate Prosperity within the CRA.*			
Volusia County and City TIF Funded Capital Projects				
	Proactively position targeted areas for Economic Development			
Priority: B	**PICTONA Entertainment District Opportunity Area Plan**	$45,000		
	Targeted Parcel Acquisitions	$1,500,000	$6,000,000	$11,000,000
	Parcel Clearing/Demo/Site Prep	$125,000	$1,250,000	$2,500,000
	Civil Engineering (Infrastructure Planning & Design)	$550,000		
	Infrastructure Improvements		$6,000,000	$11,000,000
	Developer Solicitation	$40,000	$40,000	$15,000
B	**Southern Hospitality District Opportunity Area Plan**	$45,000		
	Targeted Parcel Acquisitions	$1,500,000	$5,000,000	$7,000,000
	Parcel Clearing/Demo/Site Prep	$50,000	$1,250,000	$2,250,000
	Civil Engineering (Infrastructure Planning, Streetscape & Design)	$550,000		
	Infrastructure Improvements		$3,000,000	$6,000,000
	Developer Solicitation	$25,000	$25,000	$25,000
A1	**Carswell Industrial Area Small Plan and Asset Mapping**	$75,000		
	Targeted Parcel Acquisitions	$1,500,000	$6,000,000	$11,000,000
	Parcel Clearing/Demo/Site Prep	$125,000	$1,250,000	$2,250,000
	Civil Engineering (Infrastructure Planning, Streetscape & Design)	$300,000		
	Infrastructure Improvements		$3,000,000	$6,000,000
City TIF *Only* Funded Projects				
	Support Existing Businesses and Recruit New Businesses			
	Team Volusia ED Support	$30,000	$60,000	$80,000
	Business Assistance Programming	$300,000	$425,000	$525,000
	Façade Programming		$50,000	$75,000
	Inventory and Catalog Available Vacant Land	STAFF	STAFF	STAFF
	Marketing CRA Parcels	$7,500	$7,500	$15,000
	PICTONA/Adult Center Support			
	Community Center Support	$800,000	$875,000	$900,000
	Infrastructure Improvements (not in SAPs)	$2,000,000	$4,200,000	$8,200,000
	Total Attracting Investments	**$9,603,500**	**$38,432,500**	**$68,835,000**
	Keepers of the Vision			
	CRA Administration	$310,000	$420,000	$475,000
	Establish CRA Advisory Board	STAFF	STAFF	STAFF
	CRA Advisory Board Training	$5,000	$7,500	$9,000
	Florida Redevelopment Association Conference Attendance CRA Advisory Board	$5,000	$9,000	$12,000
	Total Keepers of the Vision	**$320,000**	**$436,500**	**$496,000**
	TOTAL PROPOSED PROJECTS AND PROGRAMMING 2025-2036 (PROBABLE COST OPTIONS)	**$19,792,625**	**$82,296,500**	**$136,681,000**

Sources: GAI Consultants; Volusia County; City of Holly Hill; Holly Hill Community Redevelopment Agency.

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Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

SECTION FIVE
STATUTORY PROVISIONS

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

SECTION 5.1
COMMUNITY IMPACT STATEMENT

This section of this 2025 Plan addresses the requirements of Chapter 163 Part III of the Florida Statutes, Sections 163.360 and 163.362.

The implementation of this 2025 Plan will foster many positive impacts to the quality of life in the Holly Hill CRA and surrounding communities. Neighborhoods will benefit from the redevelopment programming, improvements to public infrastructure addressing localized flooding issues, pedestrian safety and multi-modal transportation, and other improvements in the public realm. These activities are to address conditions of slum and blight that were found present in the community.

Successfully addressing the conditions of blight will improve the quality of life for residents, businesses and visitors. The planned redevelopment activities and public realm improvements will also improve the economic environment for business owners, employers and workers within the City of Holly Hill and Volusia County. While all impacts cannot be determined without site-specific proposals from which to evaluate potential impacts, the following section presents the range of potential impacts that may be anticipated to occur in the categories required by Chapter 163 Part III of the Florida Statutes, Sections 163.360 and 163.362.

RELOCATION

The Agency has relocation policies, which provide equitable payment for all property owners and tenants in the event of displacement due to property acquisition by the Agency. The Agency seeks to avoid displacement of households and businesses as a general policy. The proposed elements of this 2025 Plan specifically seek to encourage the reuse of existing structures when appropriate, support neighborhood revitalization, and allow the current residents to invest in and remain in their neighborhoods.

RESIDENTIAL DEVELOPMENT

The efforts undertaken by the Agency, as described in this 2025 Plan, are intended to encourage the continued residential uses within the CRA and encourage home ownership, as well as home improvement and repair.

AFFORDABLE HOUSING

This 2025 Plan supports the identification of potential sites for the development of affordable owner-occupied housing in concert with community housing development agencies (i.e., My Safe Florida Home; Florida Housing Coalition; Housing Finance Authority of Volusia County; Florida Housing Authority; and the Mid-Florida Housing Partnership). Programming that enhances the buying power of the low and moderate-income home-buyers are also proposed within this 2025 Plan.

To note, low- and moderate-income levels are based on Volusia County Affordable Housing Dashboard data, as well as the Housing and Urban Development Guideline for a family of four (4) persons residing in Volusia County.

ENVIRONMENTAL QUALITY

Drainage – Infrastructure improvements to address localized flooding issues have been identified in this 2025 Plan. These include improvement to the stormwater collection and conveyance systems within the Holly Hill CRA. These improvements are to be provided concurrently with streetscape improvements and will be consistent with low-impact design techniques to minimize and mitigate potential drainage impacts upon the Halifax River system.

Vegetation – No loss of vegetation is expected due to the implementation of this 2025 Plan. Additional street trees, open spaces and refurbished and refreshed green spaces are proposed within this 2025 Plan.

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Noise – It is anticipated that construction activities may cause a temporary increase in local noise levels, however, these activities will occur during normal working hours and should not create a hardship for local residents and businesses.

Water Quality – Improvement to the stormwater collection and conveyance systems within the Holly Hill CRA have been identified as potential projects in the 2025 Plan. Improvements to the stormwater drainage system infrastructure are anticipated to have a positive impact upon water quality in the Halifax River system.

Air Quality – The implementation of this 2025 Plan does not involve the addition of any anticipated point sources of air pollution that would require State or Federal permits. Proposed construction activities that occur as a part of project development or redevelopment activities will be a source of airborne dirt and dust. Dust control mitigation measures may be employed during these activities. Traffic circulation and pedestrian mobility improvements should provide long-term benefits for the air quality in the redevelopment area by offering non-automobile alternatives to accessing the commercial corridor.

TRANSPORTATION

This 2025 Plan proposes streetscape improvements, pedestrian improvements and improved bicyclist amenities throughout the Holly Hill CRA. These projects will maintain or improve traffic circulation and parking as well as the flow of regional through traffic while enhancing the pedestrian character of the Holly Hill CRA. Future streetscaping projects will emphasize the provision of enhanced pedestrian facilities and bicycle facilities. While regional traffic capacity is maintained, the pedestrian environment will be enhanced, and bicycle facilities expanded. Neighborhood revitalization incorporating new local employment is expected to provide some relief to traffic congestion in the Holly Hill CRA by reducing the number of trips outside the CRA to go to work.

The closer proximity between various land uses encourages pedestrian, rather than automobile, trips. The Agency in close coordination with the City will utilize maintenance of traffic (MOT) and maintenance of business (MOB) plans to manage traffic fl ow and to ensures easy access to local businesses during construction periods.

POLICE AND FIRE

This 2025 Plan supports the use of Crime Prevention Through Environmental Design (CPTED) planning and design principles during neighborhood planning and when reviewing new private sector development. The Holly Hill Police Department and the Fire & Rescue Department currently provide high quality law enforcement and fire safety and rescue services. This 2025 Plan endorses the use of improved street lighting and sidewalks in residential areas to address residents' concerns of potential crimes of opportunity.

The 2025 Holly Hill CRA Plan proposes to closely coordinate with the Holly Hill Police Department, Fire & Rescue Department, and Holly Hill Code Enforcement to identify and to reduce the number of unsafe and dilapidated structures within the Holly Hill CRA.

SCHOOL POPULATION

Potential housing development and population growth within the Holly Hill CRA are not anticipated to significantly increase the amount of school age children. The population growth within the City of Holly Hill has been relatively stable, with a 2024 population of approximately 12,945 persons. Since 2010, the population of the City has grown at a compound annual growth rate of 0.7%. However, more recently, the City's population has decreased by 0.2% since the most

recent 2020 Decennial Census, which recorded a population of 12,970 persons. While significant increases in the population of school age children are not anticipated within the Holly Hill CRA, population trends will be monitored for potential changes in this trend.

EMPLOYMENT

The long-term implementation of this 2025 Plan is anticipated to increase employment activities within the Holly Hill CRA. Small business development is a key factor to providing a stronger, more diverse employment base that is more resistant to fluctuating economic cycles and decisions regarding capital mobility. This 2025 Plan supports the establishment and revitalization of neighborhood commercial, retail, hospitality and office uses, through its business assistance programs and targeted site development programs, in appropriate locations throughout the Holly Hill CRA.

SECTION 5.2
COMMUNITY PLAN REQUIREMENTS

In a very simply described and summarized process for adopting and amending a community redevelopment plan, it is necessary that a local government and its Agency evaluate the physical, social and economic attributes of a specific area and make a determination that it satisfies multiple criteria. This determination would allow the local government to adopt and implement a redevelopment strategy and utilize all the powers available to its Agency.

Toward assuring compliance with the larger mission and responsibilities of the Agency and an implementable redevelopment plan, the Redevelopment Act outlines both the contents of the legally sufficient redevelopment plan and the general framework for its adoption. The particulars of this 2025 Plan and the means by which it will be adopted, like its predecessor, adhere to the current legal requirements.

The Redevelopment Act, according to Chapter 163.360, Florida Statues, prescribes that each adopted plan:

a. *Conform to the comprehensive plan for the county or municipality as prepared by the local planning agency under the Community Planning Act.*

b. *Be sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the community redevelopment area; zoning and planning changes, if any; land uses; maximum densities; and building requirements.*

c. *Provide for the development of affordable housing in the area or state the reasons for not addressing in the plan the development of affordable housing in the area. The county, municipality, or community redevelopment agency shall coordinate with each housing authority or other affordable housing entities functioning within the geographic boundaries of the redevelopment area, concerning the development of affordable housing in the area.*

The Redevelopment Act, according to Chapter 163.362, Florida Statues, prescribes that each community redevelopment plan shall:

i. Contain a legal description of the boundaries of the community redevelopment area and the reasons for establishing such boundaries shown in the plan.

ii. Show by diagram and in general terms:
   a. *The approximate amount of open space to be provided and the street layout.*
   b. *Limitations on the type, size, height, number, and proposed use of buildings.*
   c. *The approximate number of dwelling units.*
   d. *Such property as is intended for use as public parks, recreation areas, streets, public utilities, and public improvements of any nature.*

iii. If the redevelopment area contains low or moderate income housing, contain a neighborhood impact element which describes in detail the impact of the redevelopment upon the residents of the redevelopment area and the surrounding areas in terms of relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.

iv. Identify specifically any publicly funded capital projects to be undertaken within the community redevelopment area.

v. Contain adequate safeguards that the work of redevelopment will be carried out pursuant to the plan.

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vi. *Provide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the governing body deems necessary to effectuate the purposes of this part.*

vii. *Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the community redevelopment area.*

viii. *Provide an element of residential use in the redevelopment area if such use exists in the area prior to the adoption of the plan or if the plan is intended to remedy a shortage of housing affordable to residents of low or moderate income, including the elderly, or if the plan is not intended to remedy such shortage, the reasons therefore.*

ix. *Contain a detailed statement of the projected costs of the redevelopment, including the amount to be expended on publicly funded capital projects in the community redevelopment area and any indebtedness of the community redevelopment agency, the county, or the municipality proposed to be incurred for such redevelopment if such indebtedness is to be repaid with increment revenues.*

x. *Provide a time certain for completing all redevelopment financed by increment revenues. Such time certain shall occur no later than 30 years after the fiscal year in which the plan is approved, adopted, or amended pursuant to s. 163.361(1). However, for any agency created after July 1, 2002, the time certain for completing all redevelopment financed by increment revenues must occur within 40 years after the fiscal year in which the plan is approved or adopted.*

This 2025 Holly Hill CRA Redevelopment Plan update and amendment documents required compliance with Chapter 163.

To fulfill its many responsibilities, the Agency has many powers. These enumerated powers acknowledge the status of the Agency as a functioning governmental entity but one that stands apart in its supportive mission of the CRA. These powers tend to reaffirm the Agency's specific duties in the pursuit of development and redevelopment while separating its financial obligations from those of the associated general government.

These enumerated powers for the Agency as outlined in Chapter 163.0370 include, but are not limited to:

- To make and execute contracts and other instruments necessary or convenient to the exercise of its powers under this part.
- To disseminate slum clearance and community redevelopment information.
- To undertake and carry out community redevelopment and related activities within the community redevelopment area.
- To provide, or to arrange or contract for, the furnishing or repair by any person or agency, public or private, of services, privileges, works, streets, roads, public utilities, or other facilities for or in connection with a community redevelopment; to install, construct, and reconstruct streets, utilities, parks, playgrounds, and other public improvements; and to agree to any conditions that it deems reasonable and appropriate which are attached to federal financial assistance and imposed pursuant to federal law relating to the determination of prevailing salaries or wages or compliance with labor standards, in the undertaking or carrying out of a community redevelopment and related activities, and to include in any contract let in connection with such redevelopment and related activities or provisions to fulfill such of the conditions as it deems reasonable and appropriate.

Although any associated general-purpose government and any of its property owners or citizens as tax payers are intended to benefit from the activities of the Agency for the CRA, they are insulated from its financial obligations. Further, certain operating and capital expenses of an associated general government, are not to be absorbed through funds flowing into the Holly Hill CRA Redevelopment Trust Fund. Despite that insularity, the Holly Hill CRA exports many financial and community benefits well beyond its legally defined boundaries.

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SECTION 5.3

COMMUNITY REDEVELOPMENT PLAN APPROVAL

In accordance with Chapter 163.360, Florida Statutes, the Agency shall submit any Redevelopment Plan it recommends for approval together with its written recommendations, to the local planning agency and then to the Holly Hill City Commission. The Agency's Governing Board shall then hold a public hearing on this 2025 Plan after public notice thereof by publication in a newspaper having a general circulation in the area of operation of the county or municipality. The notice shall describe the time, date, place, and purpose of the hearing, identify generally the redevelopment area covered by this 2025 Plan, and outline the general scope of the Redevelopment Plan under consideration.

Following such a hearing, the governing board may approve the Plan therefore if it finds that:

1. A feasible method exists for the location of families who will be displaced from the CRA in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such families;
2. The Plan conforms to the overall Goals, Policies and Objectives of the City's adopted Comprehensive Plan;
3. The Plan provides due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the Plan; and,
4. The Plan will afford for the maximum opportunity, consistent with the sound needs of the county or municipality as a whole, for the rehabilitation or redevelopment of the CRA by private enterprise.

Upon approval by the Holly Hill City Commission, this 2025 Plan shall be considered in full force and effect for the respective CRA and the City may then cause the Agency to carry out the implementation of the2025 Plan.

SECTION 5.4

DURATION OF THE PLAN

Pursuant to Section 163.362 Contents of Community Redevelopment Plan—every Community Redevelopment Plan shall:

1. Provide a time certain for completing all redevelopment financed by increment revenues. Such time certain shall occur no later than 30 years after the fiscal year in which the Community Redevelopment Plan is approved, adopted, or amended pursuant to s. 163.361(1). However, for any Community Redevelopment Agency created after July 1, 2002, the time certain for completing all redevelopment financed by increment revenues must occur within 40 years after the fiscal year in which the Community Redevelopment Plan is approved or adopted.

The duration of the Holly Hill 2025 Community Redevelopment Plan is through 2036.

SECTION 5.5

AMENDMENT OF THE PLAN

This 2025 Plan may be modified, changed, or amended at any time by the Holly Hill City Commission upon the recommendation of the Agency, provided that if modified, changed, or amended after the lease or sale of property by the Agency, the modification may be consented to by the developer or redevelopers of such property or his successors or their successors in interest affected by the proposed modification. This means that if a developer acquired title, lease rights, or other form of development agreement from the Agency to a piece of property within the Holly Hill CRA with the intention of developing it in conformance with this 2025 Plan, any amendment, which might substantially affect their ability to proceed with that development may require their (developer) consent.

When considering modifications, changes, or amendments in this 2025 Plan, the Agency will take into consideration the recommendations of interested area property owners, residents, and business operators. Any proposed minor changes in this 2025 Plan will be communicated by the agency responsible to the affected property owner(s).

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SECTION 5.6

SAFEGUARDS AND RETENTION OF CONTROL

This 2025 Plan is the guiding document for future development, redevelopment and ancillary programs, projects and activities in and for the Holly Hill CRA. To assure that redevelopment will take place in conformance with the projects, goals and policies expressed in this plan, the Agency will utilize the regulatory devices, instruments and systems used by the City of Holly Hill to permit development and redevelopment within its jurisdiction. These regulatory devices, etc., include but are not limited to the adopted Comprehensive Plan, the Land Development Code, the Zoning Code, adopted design guidelines, performance standards and City authorized development review, permitting and approval processes.

In accordance with F.S. and the current Delegation of Authority Resolution and Interlocal Agreements with Volusia County Government, the Holly Hill City Commission retains the vested authority and responsibility for:

1. The power to grant final approval to Community Redevelopment Plans and modifications.
2. The power to authorize issuance of revenue bonds as set forth in Section 163.385, F.S.
3. The power to approve the acquisition, demolition, removal or disposal of property as provided in Section 163.370(3), F.S. and the power to assume the responsibility to bear loss as provided in Section 163.370(3), F.S.

The Agency Governing Board shall be fully subject to the Florida Sunshine Law and will convene, at publicly noticed meetings, on a regularly scheduled meeting basis in a public forum. The Agency shall file an Annual Report with the State's Auditor General's Office and with the City of Holly Hill. This report shall contain a programmatic overview of the activities of the Agency as allowed by the Redevelopment Plan. In addition to an annual audit as part of the City's Comprehensive Annual Financial Report ("CAFR"), the Agency shall also be audited annually by a third-party auditor. The findings of the audit shall be presented at a meeting of the Agency Board and such findings shall be forwarded to the State Auditor General's Office by March 31 of each year for the preceding year, which shall run from October 1 through September 30.

The CAFR and third-party audit of the Agency shall be provided to the City of Holly Hill and the City Clerk's Office for public review and availability. Legal notice in a newspaper of general circulation shall be provided to inform the public of the availability for review of the Annual Audit Report and the Annual Report. The Agency shall provide adequate safeguards to ensure that all leases, deeds, contracts, agreements, and declarations of restrictions relative to any real property conveyed shall contain restrictions and/or covenants to run with the land and its uses, or other provisions necessary to carry out the goals and objectives of this 2025 Plan.

SECTION 5.7

SEVERABILITY

Should any provision, section, subsection, sentence, clause, or phrase of this 2025 Plan be declared by the courts to be invalid or unconstitutional, such declaration shall not affect validity of the remaining portion or portions of this 2025 Plan.

SECTION 5.8

CONSISTENCY WITH COMPREHENSIVE PLANS

This 2025 Plan was prepared in a manner consistent with the Goals, Objectives, and Policies of the City of Holly Hill Comprehensive Plan. This 2025 Plan meets the intent of the following specific Goals, Objectives, and Policies of the Comprehensive Plans of the City.

City of Holly Hill Comprehensive Plan Consistency The primary support for the Agency accomplishments in the Comprehensive Plan can be found in its Future Land Use Element ("FLUE"). However, the only policy in the FLUE that directly speaks to an accomplishment is Policy 1.2.18. This policy states that "the City shall maintain architectural standards for the new development and redevelopment of existing buildings in the CRA overlay district" which was created in 2005. One of the main purposes of the overlay district was to establish architectural design standards. Goal 4 of the FLUE formally introduces the Holly Hill CRA and the Holly Hill CRA Master Plan along

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with a list of community development issues it is intended to address. While several of the policies listed fall under this goal, other areas of the Comprehensive Plan provide policy support for the Agency's activities and Redevelopment Plan implementation; however, they do not explicitly list or highlight the accomplishments of the Agency.

The Agency's accomplishments with supporting Comprehensive Plan policies include:

> ***FLUE Policy 2.2.3*** *Maintain a sense of place by preserving the character of historic districts and areas in the City with a high concentration of locally designated historic properties and cultural resources through preservation, maintenance and rehabilitation of resources to the greatest extent possible.*
>
> ***FLUE Policy 2.2.4*** *Maintain a sense of community through the landscaping of parks, recreation areas and medians as well as the City's CRA overlay district.*
>
> ***FLUE Policy 4.2.4*** *The City shall continue to review and improve the public park facilities in the Redevelopment area and provide a full range of recreational opportunities.*
>
> ***FLUE Policy 4.2.5*** *The City shall utilize a portion of the Tax Increment Financing funds to provide continued maintenance of public streetscape improvements within the Community Redevelopment Area.*
>
> ***FLUE Policy 4.2.6*** *The City shall continue to work with organizations such as, the Chamber of Commerce as well as business and property owners to implement capital projects in Master Plan Update.*
>
> ***FLUE Policy 5.1.1*** *The City shall maintain a working relationship with the Holly Hill business community and update economic development assistance programs as necessary.*
>
> ***FLUE Policy 5.1.3*** *The City shall continue economic investment activities that provide financial incentives for business expansion and development that creates livable wage jobs for its residents.*

SECTION 5.9

COMPLIANCE STATEMENTS

The Holly Hill Agency ("Agency") was established in 1992 through the adoption of a Delegation of Authority Resolution (92-257) from the Volusia County Board of County Commissioners, authorizing the establishment of the Agency by the City of Holly Hill ("City"). The Holly Hill Community Redevelopment Area ("CRA") lies exclusively within the City of Holly Hill's municipal boundaries, and the exercise of redevelopment powers is governed by Section 163.415, Florida Statutes.

A Finding of Necessity for the Holly Hill CRA was first made by Resolution of the City of Holly Hill adopted in 1996 a legal description of the Holly Hill CRA and the boundaries which are incorporated into this 2025 Redevelopment Plan update by reference.

The first Holly Hill CRA Redevelopment Plan was adopted in 1996, and subsequently updated in 2007. The base year for tax increment calculations is 1996. Based on the year the Holly Hill CRA was established, prior to 2002, and the year in which the Holly Hill CRA Plan was adopted, the Agency has a base operational time frame of 30 years, with a current "sunset" date of 2026.

Notice of intent to consider and adopt this 2025 Redevelopment Plan update was furnished to the public and to each taxing authority which levies ad valorem taxes on taxable real property contained within the geographic boundaries of the Holly Hill CRA pursuant to Section 163.346, Florida Statutes.

Pursuant to Section 163.361(3)(a), Florida Statutes, a written report was provided to each taxing authority concerning this 2025 Redevelopment Plan update. This 2025 Redevelopment Plan update was found to be compliant with the Comprehensive Plan of Volusia County and the City of Holly Hill by the Holly Hill Planning and Zoning Commission, in its capacity as Local Planning Agency for the City of Holly Hill under the Community Planning Act.

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Pursuant to Section 163.361(2), Florida Statutes, a public hearing was convened before the City of Holly Hill City Commission to consider and adopt this 2025 Redevelopment Plan update. A resolution approving the existence of the Agency beyond the termination dates specified in Section 6 of Chapter 2019-163, Laws of Florida, was adopted by majority vote of the governing body of the City of Holly Hill.

By adoption of this 2025 Redevelopment Plan update, the City of Holly Hill City Commissioners and the Holly Hill Community Redevelopment Agency jointly find that this update to the Redevelopment Plan contains specific information regarding (a) the impact of redevelopment upon the residents of the community redevelopment area, (b) planned public capital improvements, (c) safeguards, (d) assurances, and (e) projected costs for redevelopment, all in compliance with the minimum requirements of Sections 163.362(3)-(9), Florida Statutes.

All capital improvement plans, 5-year work plans, and fixed capital outlay plans adopted by the executive departments and agencies of the State of Florida, by Volusia County, by the School Board of Volusia County, and by the City of Holly Hill that are effective as of the date of adoption of this 2025 Redevelopment Plan update, are incorporated herein by reference to the extent such plans reflect publicly funded capital projects to be undertaken within the Holly Hill Community Redevelopment Area.



City of Holly Hill, FL | Source: Home

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SECTION SIX
CONTINUING COORDINATION WITH VOLUSIA COUNTY

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SECTION 6.1
COUNTY COORDINATION-PARTICIPATION

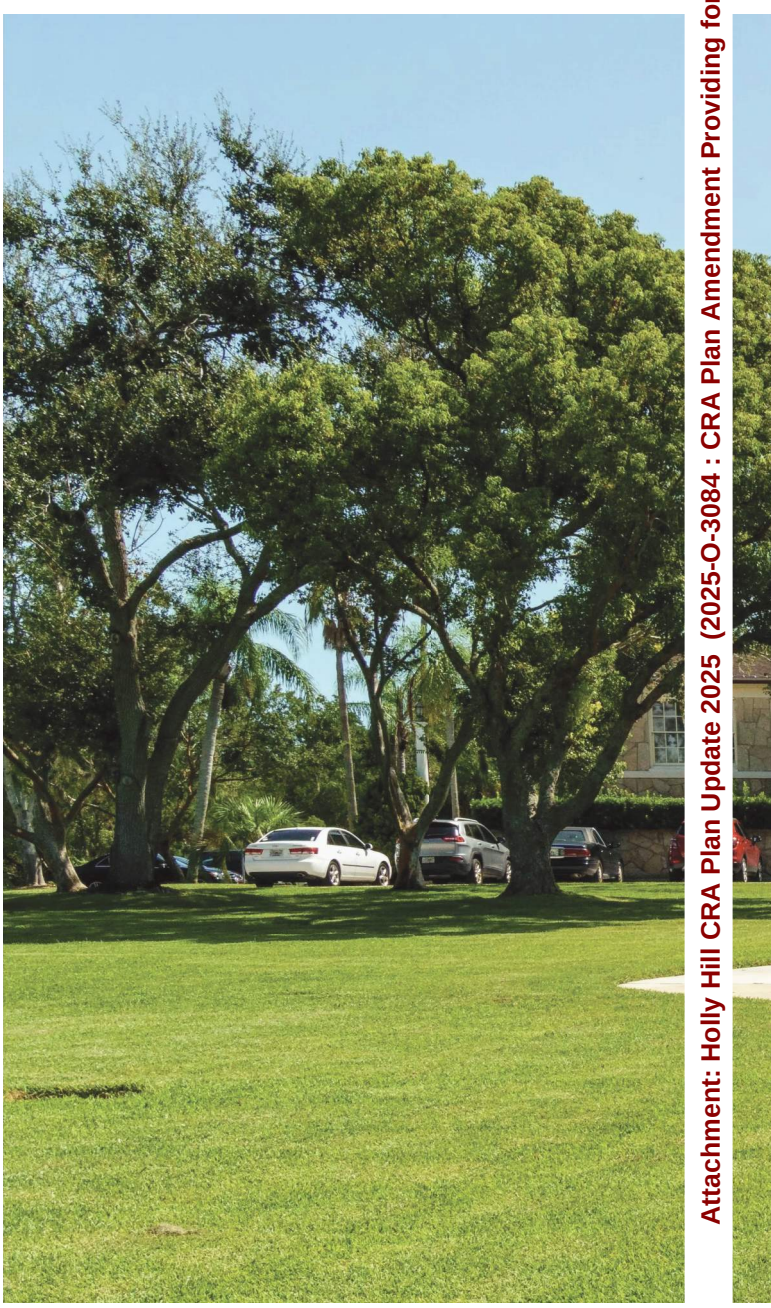
The Agency shall provide timely notification to the County designated representative, including the representative Volusia County Council district member and county staff representative prior to any Agency or CRA Advisory Board meeting and provided the opportunity to attend and participate.

COORDINATION-TIMELY NOTICE

Neither the County nor the City of Holly Hill shall give less than one-hundred and twenty (120) days written notice for any contemplated changes to the redevelopment area's boundaries or extensions of the operational timeframe of the Agency.

COORDINATION-RECOGNITION

The Agency will recognize Volusia County as a contributing partner in print and electronic media and at formal events, such as groundbreakings, ribbon cuttings and installation of capital development projects.





Holly Hill City Hall

APPENDIX

APPENDIX A
HOLLY HILL CRA LEGAL DESCRIPTION

The following is a legal description of a tract of land known as the City of Holly Hill Community Redevelopment District, located within the City of Holly Hill, Section 43 of Township 14 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE J.M. HERNANDEZ GRANT, SAID LINE BEING ALSO THE WESTWARD PROLONGATION OF THE NORTH LINE OF SECTION 43, TOWNSHIP 14 SOUTH, RANGE 32 EAST, AND THE EASTERLY LINE OF LOT 13, BLOCK 14, RIO VISTA, SECTION "B", MAP BOOK 6 PAGE 150 (RE-RECORDED MAP BOOK 22, PAGE 159) OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTHERLY ALONG THE SAID EASTERLY LINE OF SAID LOT 13 TO THE SOUTHEASTERLY CORNER OF LOT 14, BLOCK 14L THENCE CONTINUE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 14 TO A POINT OF INTERSECTION IN THE EASTERLY LINE OF SAID LOT 14; THENCE CONTINUE ALONG SAID EASTERLY LINE OF SAID LOT 14, BLOCK 14, TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF ARAGON STREET AND THE NORTHEAST CORNER OF SAID LOT 14; THENCE CONTINUE NORTHERLY CROSSING SAID ARAGON STREET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE THEREOF; THENCE EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF ARAGON STREET TO THE INTERSECTION WITH THE WESTERLY LINE OF SOUTH RIDGE WOOD AVENUE (RIDGE AVENUE), A 100 FOOT RIGHT-OF-WAY THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID SOUTH RIDGEWOOD AVENUE TO AN INTERSECTION WITH THE NORTHERLY LINE O CASTILLA STREET, A 50 FOOT RIGHT-OF-WAY, AS SHOWN ON SAID PLAT OF RIO VISTA O U.S. HIGHWAY 1 (S.R.5/YONGE STREET); THENCE NORTHERLY ALONG SAID EASTERLY LINE OF U.S. HIGHWAY 1 TO AN INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 22, BLOCK 26, RIO VISTA SECTION "A", MAP BOOK 6 PAGE 25 (RE-RECORDED MAP BOOK 22, PAGE 67); THENCE WESTERLY ALONG SAID LOT 22, BLOCK 26 AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER SAID LOT 22; THENCE SOUTHERLY ALONG THE WESTERLY SAID LOT 22 TO THE NORTHEAST CORNER OF LOT 3, BLOCK 26, AFORESAID THENCE WESTERLY ALONG SAID NORTHERLY LINE LOT 3, BLOCK 26 AND THE WESTERLY EXTENSION THEREOF TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ESPANOLA AVENUE THENCE SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE SAID ESPANOLA AVENUE TO AN INTERSECTION WITH THE NORTHEAST CORNER OF LOT 6, BLOCK 28, AFORESAID RIO VISTA SECTION "A"; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 6, BLOCK 28, TO THE SOUTHEAST CORNER OF LO 4, BLOCK 28; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 4, BLOCK 28, TO THE NORTHEAST CORNER OF LOT 4, BLOCK 28; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 4, BLOCK 28 TO THE EASTERLY RIGHT-OF-WAY LINE OF PARQUE DRIVE; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT -OF-WAY LINE TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CALLE GRANDE; THENCE EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO AN INTERSECTION WITH THE WESTERLY RIGHT-O-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO AN INTERSECTION WITH THE CENTERLINE OF COLORADO STREET AN UNOPENED ROAD; THENCE WESTERLY ALONG SAID CENTERLINE TO AN INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF LOT 17, BLOCK 27, SAID RIO VISTA SECTION "B", THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 17, BLOCK 27

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APPENDIX B

CITY-OWNED VACANT PARCELS

Appendix B1. Vacant Parcels Owned by the City of Holly Hill

Alternate Key	Full Parcel ID	DOR Use Code	Property Address	Acres
3131037	35143205070100	8000	1024 Daytona Avenue	0.381
3170008	42143204350320	8000	11th Street	0.044
7944081	42143216000001	1000	Center Avenue	2.075
6692211	42143220270111	8000	Calle Grande Street	0.009
5622258	42143240320021	8000	LPGA Boulevard	5.277
3205138	42143252000170	8000	1032 Cherokee Ranch Road	0.158
3205812	42143254000160	8000	Alta Drive	0.506
3206975	42143261000040	8000	1020 Daytona Avenue	0.577
5622231	44143201040014	8000	LPGA Boulevard	2.741
3222636	44143201210020	8000	421 6th Street	0.406
5135969	44143201020130	8000	1046 Daytona Avenue	0.924
3474007	37153324000020	8000	112 1st Street	0.172
3478282	37153343000132	8000	224 Riverside Drive	0.462

Sources: FDOR; Volusia County Property Appraiser; City of Holly Hill; GAI Consultants.

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APPENDIX C

PUBLIC ENGAGEMENT AND COMMUNITY INPUT

PUBLIC ENGAGEMENT

The following provides a summary of the Holly Hill CRA Plan update public engagement and outreach program. This program included: (1) An interactive website that provided project specific information about upcoming meetings and also enabled visitors to take an on-line survey and leave comments on an interactive GIS map of the CRA; (2) in-person stakeholder interviews, over multiple days, with local business owners, residents and key thought-leaders; and (3) an in-person Community Workshop.

WEBSITE

An on-line mechanism (Holly Hill CRA Plan Update Website) was deployed to provide project specific information and updates and to enable community participation and engagement on a 24-hour and seven-day a week availability. Accessible through the City of Holly Hill's website landing page, the Holly Hill CRA Plan website also enabled community engagement and participation by those residents that were unable or did not want to physically attend public events.

The website included an on-line survey that asked respondents what their concerns were for the Holly Hill CRA and what their aspirations were for the community. The website also included an interactive GIS map where visitors could view and leave comments on a map of the Holly Hill CRA to call-out areas of focus or to identify site-specific issues or concerns. The website has received over one-hundred and seventy (175) visits during the Holly Hill CRA Plan update. Items identified by visitors to the Holly Hill CRA Plan update website included:

1. Negative Perception of the City
2. Transportation Safety Issues
3. Economic Development
4. Sustainability and Resiliency

STAKEHOLDER INTERVIEWS

Stakeholder interviews were held over two (2) consecutive days in March (3/19/2024-3/20/2024) at the Holly Hill City Hall Conference Room, Holly Hill, Florida. The Stakeholder list included elected officials, business owners, business operators, residents, previous Holly Hill CRA Grant recipients, Board of Planning and Appeals members, workforce and economic development professionals and local thought leaders.

Comments and discussions included what participants liked and didn't like about the Holly Hill CRA and what their perspective was about where the Holly Hill CRA has been and where it is going. The comments were grouped by similar topics, including:

Negative Perception of the City
- Derelict Hotels
- Vacant Lots
- Homeless Panhandlers

Transportation Safety
- LPGA Boulevard
- Ridgewood Avenue
- Pedestrian/Cyclist improvements

Economic Development
- Strong Industrial Base
- Hospitality opportunities in south of CRA

Sustainability and Resiliency
- Localized Flooding
- Water Quality



Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

COMMUNITY WORKSHOP

These initial Stakeholder Interview sessions were followed by two community workshops at the SICA Center, April 9, and April 16, 2024. These workshops were advertised on the City of Holly Hill CRA webpage including a project specific webpage, with a QR code supplying related information.



The Workshops boasted attendances of thirty-nine (39) and forty (40) persons. Attendees were provided a broad overview of the Holly Hill CRA, the Agency, and its history, projects and programs. Participants were encouraged to provide input for community issues, and to identify targeted areas for improvement on a series of maps depicting different areas of the Holly Hill CRA.

At each Community Workshop this exercise elicited numerous comments, ideas, and identified specific redevelopment opportunities for consideration of inclusion in the updated Holly Hill CRA Plan.

COMMUNITY WORKSHOP #1, APRIL 9, 2024 GENERAL THEME(S) COMMUNITY INPUT DETAILS

Negative Perception of the City

- Screen Junkyard on LPGA
- Add Murals and Artwork
- Homeless Person everywhere
- Make more parks
- Demolish mobile home park make permanent single-family and multi-family residential
- Encourage more restaurants
- Create hospitality uses on City land, and create a walking district in south CRA
- Make Carswell one way (North)
- Speeding on 8th Street
- Ridgewood Medians need to be Maintained
- Bike Path on Flomich Avenue
- Make Walker Street one-way west

Transportation Safety

- LPGA Boulevard Sidewalks and bike paths needed
- LPGA 4 lanes needed
- LPGA Clean up trees
- Ridgewood Avenue Pedestrian Improvements
- Make Carswell one way (North)
- Speeding on 8th Street
- Ridgewood Medians need to be Maintained
- Bike Path on Flomich Avenue
- Make Walker Street one-way west

Economic Development

- ECO-Tourism opportunities on vacant industrial lands
- Create an Entertainment/Hospitality District
- Bring back Holly Hill library
- Where are the Houses by Fountainhead?
- Mural and/or Art Walking Tours
- Plein Air painting festivals
- Economic Development
- Capitalize on Pictona (Hotel, programming, etc.)
- Hospitality opportunities in south of CRA
- City needs Downtown
- Need family restaurants
- We need a NEW Hotel near Pictona

Sustainability and Resiliency

- Localized Flooding (837 Carswell)
- Clean up canal along LPGA
- Water Quality (Halifax River)
- Add Alarm or Public Notice system in case of accidents/spills/emergencies at Water Treat Facility







Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

COMMUNITY WORKSHOP #2, APRIL 16, 2024 GENERAL THEME(S) COMMUNITY INPUT DETAILS

Negative Perception of the City

- Screen Junkyard on LPGA
- Add Murals and Artwork
- Riverside Park is home to transients and drug activity
- Improve facades and appearances of existing businesses (JAVA Junction)
- Used Car lots need face-lifts
- Homeless Persons everywhere (Mason Avenue)
- Screen Junkyard from site (paint murals on Junkyard fence)
- Old hotels are eyesores

Transportation Safety

- SAV-A-LOT parking lot exit on LPGA Intersection, exits to parking lots should be closed, it is problematic and dangerous
- Need a sidewalk on Riverside Drive Beach Street and Mason

Economic Development

- Need new businesses at the Market
- Need new businesses at vacant Marina Grande shops
- Build a hotel near Pictona
- Parking for Pictona
- Improve facades and appearances of existing businesses (JAVA Junction)
- Have more events and festivals in the City

Sustainability and Resiliency

- Consider the wildlife along LPGA Boulevard canal
- Severe flooding on Riverside Drive by 2nd and 3rd streets

KEY ISSUES IDENTIFICATION AND GUIDING THEMES

The results from these stakeholder interviews, community workshops, and engagement from the Holly Hill CRA website provided direction about recurring key issues within the Holly Hill CRA. Based on these recurring key issues, general themes were identified to guide the Holly Hill CRA Plan update, these included:

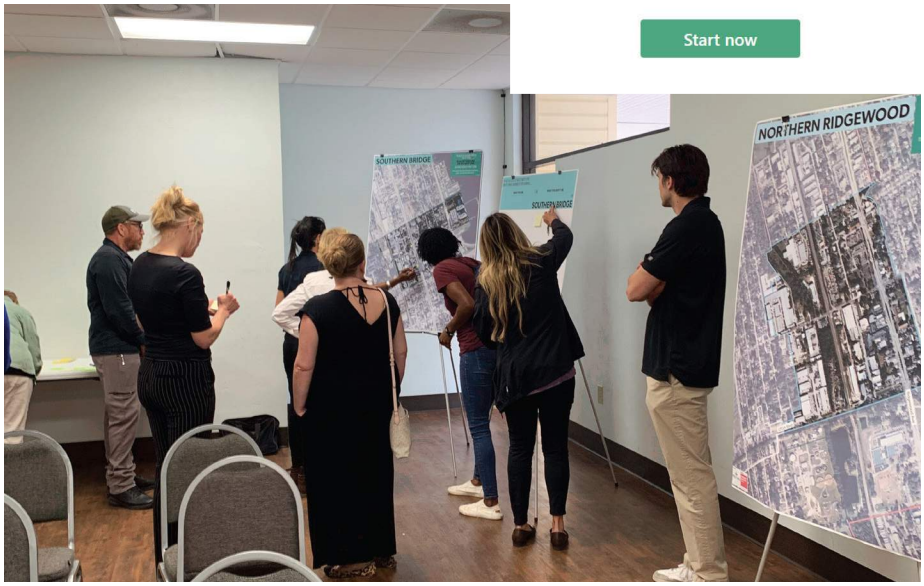
- Attracting Investment
- Quality of Life
- Keepers of the Vision
- Infrastructure Enhancements

These themes, projects and programs, identified through the community engagement process, became the cornerstones for the updated Holly Hill Community Redevelopment Plan.



Holly Hill Community Redevelopment Agency Plan Update





Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

APPENDIX D
DETAILED FINANCIAL ANALYSIS TABLES

Appendix D1. Holly Hill Redevelopment Trust Fund TIF Revenues, *Moderate Scenario*

Year	Value of CRA	Incremental Value	County Millage	County CRA Contribution @ 95%[1]	Total Millage	Millage % Change	Total CRA Contributions/ Revenue
2024	$388,048,240	$299,706,021	5.434	$1,547,172	11.965	-1.81%	$3,406,655
2025	$408,493,053	$320,150,834	5.312	$1,615,700	11.697	-2.24%	$3,557,500
2026	$430,015,027	$341,672,808	5.193	$1,685,700	11.435	-2.24%	$3,711,600
Agency's Current Sunset Date (2026) Sub-Total[2]				$4,848,572			$10,675,755
2027	$452,670,913	$364,328,694	5.077	$1,757,100	11.179	-2.24%	$3,869,000
2028	$476,520,453	$388,178,234	4.963	$1,830,200	10.928	-2.24%	$4,029,900
2029	$501,626,537	$413,284,318	4.852	$1,904,900	10.683	-2.24%	$4,194,400
2030	$528,055,366	$439,713,147	4.743	$1,981,300	10.444	-2.24%	$4,362,600
2031	$555,876,632	$467,534,413	4.637	$2,059,500	10.210	-2.24%	$4,534,700
2032	$585,163,696	$496,821,477	4.533	$2,139,400	9.981	-2.24%	$4,710,800
2033	$615,993,787	$527,651,568	4.431	$2,221,300	9.757	-2.24%	$4,891,000
2034	$648,448,200	$560,105,981	4.332	$2,305,100	9.539	-2.24%	$5,075,500
2035	$682,612,515	$594,270,296	4.235	$2,390,800	9.325	-2.24%	$5,264,400
2036	$718,576,820	$630,234,601	4.140	$2,478,700	9.116	-2.24%	$5,457,900
10-Year Tax Collections Total				**$21,068,300**			**$46,390,200**
Full Planning Period (2024-2036)[3]				**$25,916,872**			**$57,065,955**

Sources: Volusia County Chief Financial Officer. Notes: Totals may not add due to rounding.
Notes: (1) As the increment value increases, Volusia County's contribution rate to the TIF Trust Fund will decrease over time (i.e., the County shall contribute at a 95% participation rate for increment up to $1,000,000, 75% for increment between $1,000,000 and $2,000,000, and 50% for increment above $2,000,000). This decreasing TIF participation rate will rely upon the TIF projections provided by Volusia County Chief Financial Officer. The decreasing TIF participation rate is not reflected in Appendix D1 table above.
(2) The years following sunset are provided for reference in a future evaluation of extending the Agency's current sunset date, 2026; therefore, the 10-Year Tax Collections Total reflects the projection period from 2027 to 2036. (3) The full planning period reflects the years extending from 2024 to 2036.

Appendix D2. Holly Hill Redevelopment Trust Fund TIF Revenues, *High Scenario*

Year	Value of CRA	Incremental Value	County Millage	County CRA Contribution @ 95%[1]	Total Millage	Millage % Change	Total CRA Contributions / Revenue
2024	$388,048,240	$299,706,021	5.434	$1,547,172	11.965	-1.81%	$3,406,655
2025	$410,824,398	$322,482,179	5.315	$1,628,100	11.702	-2.20%	$3,584,900
2026	$434,937,383	$346,595,164	5.198	$1,711,400	11.444	-2.20%	$3,768,200
Agency's Current Sunset Date (2026) Sub-Total[2]				$4,886,672			$10,759,755
2027	$460,465,659	$372,123,440	5.083	$1,797,000	11.193	-2.20%	$3,956,800
2028	$487,492,296	$399,150,077	4.972	$1,885,200	10.947	-2.20%	$4,150,800
2029	$516,105,238	$427,763,019	4.862	$1,975,900	10.706	-2.20%	$4,350,600
2030	$546,397,592	$458,055,373	4.755	$2,069,300	10.470	-2.20%	$4,556,200
2031	$578,467,930	$490,125,711	4.651	$2,165,500	10.240	-2.20%	$4,767,900
2032	$612,420,609	$524,078,390	4.548	$2,264,500	10.015	-2.20%	$4,986,100
2033	$648,366,111	$560,023,892	4.448	$2,366,600	9.795	-2.20%	$5,210,900
2034	$686,421,403	$598,079,184	4.351	$2,471,900	9.579	-2.20%	$5,442,600
2035	$726,710,318	$638,368,099	4.255	$2,580,400	9.368	-2.20%	$5,681,500
2036	$769,363,956	$681,021,737	4.161	$2,692,200	9.162	-2.20%	$5,927,800
10-Year Tax Collections Total				**$22,268,500**			**$49,031,200**
Full Planning Period (2024-2036)[3]				**$27,155,172**			**$59,790,955**

Sources: Volusia County Chief Financial Officer. Notes: Totals may not add due to rounding.
Notes: (1) As the increment value increases, Volusia County's contribution rate to the TIF Trust Fund will decrease over time (i.e., the County shall contribute at a 95% participation rate for increment up to $1,000,000, 75% for increment between $1,000,000 and $2,000,000, and 50% for increment above $2,000,000). This decreasing TIF participation rate will rely upon the TIF projections provided by Volusia County Chief Financial Officer. The decreasing TIF participation rate is not reflected in Appendix D2 table above.
(2) The years following sunset are provided for reference in a future evaluation of extending the Agency's current sunset date, 2026; therefore, the 10-Year Tax Collections Total reflects the projection period from 2027 to 2036. (3) The full planning period reflects the years extending from 2024 to 2036.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

APPENDIX E

EXAMPLE CALCULATIONS OF DECREASING CONTRIBUTION

Appendix E1. Holly Hill Redevelopment Trust Fund TIF Revenues, *Decreasing Contribution*

Year	Value of CRA	Incremental Value	County Millage	County CRA Contribution @ 95%/75%/50%[1]	Total Millage	Millage % Change	Total CRA Contributions/ Revenue
2024	$388,048,240	$299,706,021	5.434	$1,547,172	11.965	-1.81%	$3,406,655
2025	$408,493,053	$320,150,834	5.312	$1,615,700	11.697	-2.24%	$3,557,500
2026	$430,015,027	$341,672,808	5.193	$1,685,700	11.435	-2.24%	$3,711,600
Agency's Current Sunset Date (2026) Sub-Total[2]				*$4,848,572*			*$10,675,755*
2027	$452,670,913	$364,328,694	5.077	$1,587,200	11.179	-2.24%	$3,699,100
2028	$476,520,453	$388,178,234	4.963	$1,644,900	10.928	-2.24%	$3,844,600
2029	$501,626,537	$413,284,318	4.852	$1,702,600	10.683	-2.24%	$3,992,100
2030	$528,055,366	$439,713,147	4.743	$1,742,800	10.444	-2.24%	$4,124,100
2031	$555,876,632	$467,534,413	4.637	$1,783,900	10.210	-2.24%	$4,259,100
2032	$585,163,696	$496,821,477	4.533	$1,826,000	9.981	-2.24%	$4,397,400
2033	$615,993,787	$527,651,568	4.431	$1,869,100	9.757	-2.24%	$4,538,800
2034	$648,448,200	$560,105,981	4.332	$1,913,200	9.539	-2.24%	$4,683,600
2035	$682,612,515	$594,270,296	4.235	$1,958,300	9.325	-2.24%	$4,831,900
2036	$718,576,820	$630,234,601	4.140	$2,004,600	9.116	-2.24%	$4,983,800
10-Year Tax Collections Total				**$18,032,600**			**$43,354,500**
Full Planning Period (2024-2036)[3]				**$22,881,172**			**$54,030,255**

Sources: Volusia County Chief Financial Officer. Notes: Totals may not add due to rounding.
Notes: (1) As the increment value increases, Volusia County's contribution rate to the TIF Trust Fund will decrease over time (i.e., the County shall contribute at a 95% participation rate for increment up to $1,000,000, 75% for increment between $1,000,000 and $2,000,000, and 50% for increment above $2,000,000). This decreasing TIF participation rate will rely upon the TIF projections provided by Volusia County Chief Financial Officer. (2) The years following sunset are provided for reference in a future evaluation of extending the Agency's current sunset date, 2026; therefore, the 10-Year Tax Collections Total reflects the projection period from 2027 to 2036. (3) The full planning period reflects the years extending from 2024 to 2036.

Appendix E2. Holly Hill Redevelopment Trust Fund TIF Revenues, *Decreasing Contribution + General Fund Onl*

Year	Value of CRA	Incremental Value	County Millage	County CRA Contribution @ 95%/75%/50%[1]	Total Millage	Millage % Change	Total CRA Contributions/ Revenue
2024	$388,048,240	$299,706,021	5.434	$1,547,172	11.965	-1.81%	$3,406,655
2025	$408,493,053	$320,150,834	5.312	$1,615,700	11.697	-2.24%	$3,557,500
2026	$430,015,027	$341,672,808	5.193	$1,685,700	11.435	-2.24%	$3,711,600
Agency's Current Sunset Date (2026) Sub-Total[2]				*$4,848,572*			*$10,675,755*
2027	$452,670,913	$364,328,694	2.990[4]	$1,017,100	9.092	-20.49%	$3,129,000
2028	$476,520,453	$388,178,234	2.923	$1,051,100	8.888	-2.24%	$3,250,800
2029	$501,626,537	$413,284,318	2.858	$1,085,800	8.689	-2.24%	$3,375,300
2030	$528,055,366	$439,713,147	2.794	$1,121,300	8.494	-2.24%	$3,502,600
2031	$555,876,632	$467,534,413	2.731	$1,157,700	8.304	-2.24%	$3,632,900
2032	$585,163,696	$496,821,477	2.670	$1,194,900	8.118	-2.24%	$3,766,300
2033	$615,993,787	$527,651,568	2.610	$1,232,900	7.936	-2.24%	$3,902,600
2034	$648,448,200	$560,105,981	2.552	$1,271,900	7.758	-2.24%	$4,042,300
2035	$682,612,515	$594,270,296	2.494	$1,311,800	7.584	-2.24%	$4,185,400
2036	$718,576,820	$630,234,601	2.439	$1,352,600	7.414	-2.24%	$4,331,800
10-Year Tax Collections Total				**$11,797,100**			**$37,119,000**
Full Planning Period (2024-2036)[3]				**$16,645,672**			**$47,794,755**

Sources: Volusia County Chief Financial Officer. Notes: Totals may not add due to rounding.
Notes: (1) As the increment value increases, Volusia County's contribution rate to the TIF Trust Fund will decrease over time (i.e., the County shall contribute at a 95% participation rate for increment up to $1,000,000, 75% for increment between $1,000,000 and $2,000,000, and 50% for increment above $2,000,000). This decreasing TIF participation rate will rely upon the TIF projections provided by Volusia County Chief Financial Officer. (2) The years following sunset are provided for reference in a future evaluation of extending the Agency's current sunset date, 2026; therefore, the 10-Year Tax Collections Total reflects the projection period from 2027 to 2036. (3) The full planning period reflects the years extending from 2024 to 2036. (4) Millage rate changed to reflect City and County general fund projection only, effective in 2027.

Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

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Attachment: Holly Hill CRA Plan Update 2025 (2025-O-3084 : CRA Plan Amendment Providing for a 10-Year Extension)

Prepared By:

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HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE:	**April 22, 2025**
FROM:	**Brian Walker**
SUBJECT:	**1540 Center Avenue Side Yard Setback Variance Request**
NUMBER:	**(ID # 4854)**
APPLICANT:	**Frank Sollitto**
PLANNER:	**Brian Walker**

INTRODUCTION

VARIANCE REQUEST: 1540 Center Avenue - Request for side yard setback variance from the requirements of Section 114-765 of the Land Development Regulations titled, "Schedule of Dimensional Requirements." A variance from the required side yard setback of 8 feet to 5.5 feet for a parcel in the R-2 (Single-Family) zoning district, located on the west side of Center Avenue, approximately 380 feet south of Flomich Street and more particularly known as 1540 Center Avenue; (Frank Sollitto, Applicant).

BACKGROUND

- The lot contains a home originally built in 1964
- Side yards for R-2 zoned lots are required to be a minimum of eight feet (8')

DISCUSSION:

Toward the end of 2024, the applicant tore down an old pergola in their backyard. Prior to rebuilding it, they put up a new shed but did not obtain a permit to do so. Once the shed was installed, the applicant began rebuilding their pergola, also without a permit. The location of the pergola does not meet the required side yard setback of 8 feet. Prior to completing the pergola, a stop work order was issued by the City's Building Official. The homeowner was told that the shed and pergola needed permits and to stop all work on the pergola since it was not in a location that met code regulations.

Although the new pergola was being built in the same location as the previous one, the previous pergola did not meet the required side yard setback and was therefore nonconforming. Sec. 114-34 (4)b of the land development regulations states that if the nonconforming structure "is damaged in excess of 65 percent of its then assessed value, any reconstruction shall comply with this chapter" meaning that it would be required to meet all setbacks. The applicant completely removed the previous pergola because it was damaged beyond repair. Therefore, the new pergola is required to meet current codes - which includes the side yard setback of 8 feet. Staff explained this rule to the homeowner prior to the structure being completed.

The homeowner obtained an after-the-fact permit for the shed, but continued work on the pergola without a permit and in violation of the city's stop work order. A permit for the pergola is not being issued and would not have been issued, because it encroaches into the north side yard setback, and does not comply with the rules regarding new structures having to meet the required setbacks once a previous nonconforming structure is torn down.

The applicant has completed the pergola and is now applying for a variance to the side yard setback.

REQUESTED VARIANCE:

The request is for a variance from Section 114-765 of the Land Development Regulations of Holly Hill for a side yard setback from 8 feet to 5.5 feet in an effort to "legitimize" the non-conforming location of a pergola.

In order to grant the variance request, the commission must find that the request meets the requirements of Sec. 82-317.

VARIANCE CRITERIA - Sec. 82-317

CRITERIA No. 1:
That special conditions and circumstances exist which are peculiar to the land, structure or building involved, as distinguished from the applicant himself, and which are not applicable to other lands, structures or buildings in the same zoning district:

FINDINGS OF FACT No. 1:
There are no special circumstances which are peculiar to the land, structure or building involved.

Criteria met? *No*

CRITERIA No. 2:
That the special conditions and circumstances do not result from the actions of the applicant:

FINDINGS OF FACT No. 2:
The applicant started construction of the pergola, which now encroaches into the required side setback, without permits and completed its construction despite having received a stop-work order from the City's Building Official. The homeowner has created the circumstance upon which the variance request is based. This is not permitted by code.

Criteria met? *No*

CRITERIA No. 3:
That granting the variance requested will not confer on the applicant any special privilege that is denied by this subpart to other lands, buildings or structures in the same zoning district:

FINDINGS OF FACT No. 3:
This statement means that if a zoning variance is granted to an applicant, it should not give them an unfair advantage or special permission that other properties in the same zoning district do not have access to; essentially, the variance should only address unique hardships specific to the applicant's property, not create a new privilege compared to other similar properties nearby.

Granting the variance will allow the applicant's pergola to encroach into the side setback. Other properties cannot do this. So, the question then becomes, what is the unique hardship upon which a variance could be granted? Hardships typically refer to circumstances such as exceptional topography such as steep slopes, wetlands or irregularly shaped lots, etc. Staff finds that there is no unique hardship. In any event there were other options available to the applicant with regard to building a pergola that would have met the side yard setback. This situation is also different than adding onto an existing home that already encroaches into the setback, since it is a completely new structure and violates the rule requiring that new structures, replacing torn down structures, meet code.

Criteria met? *No*

CRITERIA No. 4:
That a literal interpretation of the provisions of this subpart would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this subpart, and would work an unnecessary and undue hardship on the applicant:

FINDINGS OF FACT No. 4:
A literal interpretation of the provisions of this subpart will not deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this subpart, and would not work an unnecessary and undue hardship on the applicant.

Criteria met: *No*

CRITERIA No. 5:
That the variance granted is the minimum variance necessary to make possible the reasonable use of the land, building or structure:

FINDINGS OF FACT No. 5:
The pergola could have been moved south closer to the shed or made slightly smaller in order to meet the side yard setback. It also could have been turned 90 degrees and met the setback requirement. These remedies would have been easier to implement at the time of the stop work order, but are now more difficult to implement since the pergola has been completed.

Criteria met? *No*

CRITERIA No. 6:
That the grant of the variance will be in harmony with the general intent and purpose of this subpart and the city's comprehensive plan, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare:

FINDINGS OF FACT No. 6:
Granting the variance would not be in harmony with the general intent and purpose of the comprehensive plan in that the comprehensive plan requires that code requirements be followed unless a waiver or variance is granted prior to not following the code.

Criteria met? *No*

FINDINGS OF FACT: Staff finds that the applicant has not met any of the criteria as stated above to grant the requested variance.

STAFF RECOMMENDATION:

Staff recommends denial of the request for a side yard setback variance from the requirements of Section 114-765 of the Land Development Regulations titled, "Schedule of Dimensional Requirements." A variance from the required side yard setback of 8 feet to 5.5 feet for a parcel in the R-2 (Single-Family) zoning district, located on the west side of Center Avenue, approximately 380 feet south of Flomich Street and more particularly known as 1540 Center Avenue.

- Application (PDF)
- Survey (PDF)
- Maps and Pictures (PDF)

RECEIVED
DEC 20 2024

V# VAR-2024-00018

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
TELEPHONE: (386) 248-9442 PERMITDESK@HOLLYHILLFL.ORG

VARIANCE

COMPLETE APPLICATION PACKET MUST BE SUBMITTED BY APPLICATION DUE DATE IN ORDER TO MEET THE DEADLINE FOR THE DESIRED MEETING

PROPERTY

PARCEL ID #:

ADDRESS: 1540 Center Ave Holly Hill FL 32117

TOTAL ACREAGE: RESIDENTIAL

USE OF PROPERTY: ☒ RESIDENTIAL ☐ NON-

ZONING: R2

FUTURE LAND USE:

TYPE OF STRUCTURE: ☐ SHED ☐ FENCE ☐ POOL ☐ SCREEN ENCLOSURE ☐ ADDITION ☐ SINGLE FAMILY HOME Pergola

DESCRIPTION OF STRUCTURE:

TYPE OF VARIANCE:

☐	**FRONT YARD SETBACK**	REQUIRED: ____ FT.	PROPOSED: ____ FT.
☐	**SIDE YARD SETBACK**	REQUIRED: ____ FT.	PROPOSED: ____ FT.
☒	**SIDE STREET SETBACK**	REQUIRED: 8 FT.	PROPOSED: 5.5 FT.
☒	**REAR YARD SETBACK**	REQUIRED: ~~20~~ FT.	PROPOSED: ~~7.9-6.9~~ FT.
☐	**MINIMUM LOT SIZE**	REQUIRED: ~~8~~ SQ. FT.	ACTUAL: ____ SQ. FT.
☐	**WIDTH AT BUILDING LINE**	REQUIRED: ____ FT.	ACTUAL: ____ FT.
☐	**HEIGHT**	REQUIRED: ____ FT.	PROPOSED: ____ FT.

IS THIS REQUEST FOR A STRUCTURE THAT HAS ALREADY BEEN BUILT? ☒ YES ☐ NO

IS THE PROPERTY AVAILABLE FOR INSPECTION WITHOUT APPOINTMENT? ☐ YES ☒ NO

OWNER

NAME: Frank D Sollitto Jr COMPANY:

ADDRESS: 1540 Center Ave

CITY: Holly Hill STATE: FL ZIP: 32117

PHONE: 386 316 6155 EMAIL: Slugdude39@Hotmail.com

Revised 2018

Survey attached

Attachment: Application (4854 : 1540 Center Avenue Side Yard Setback Variance)

V#_____

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
TELEPHONE: (386) 248-9442 PERMITDESK@HOLLYHILLFL.ORG

AGENT/CONSULTANT

NAME:	COMPANY:	
ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	EMAIL:	

APPLICATION TYPE/FEE

☑ **VARIANCE – RESIDENTIAL**	$350.00 PER VARIANCE
☐ **VARIANCE – COMMERCIAL**	$500.00 PER VARIANCE

ATTACHMENT CHECKLIST

- ☐ APPLICATION
- ☐ APPLICATION FEE
- ☐ LIST OF PROPERTY OWNERS REQUIRING INDIVIDUAL NOTIFICATION. THE LIST AND NOTIFICATION LETTER WILL BE PROVIDED TO THE APPLICANT BY CITY STAFF. **THE APPLICANT WILL MAIL THE NOTIFICATIONS AT THEIR EXPENSE VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED.**
- ☐ QUESTIONNAIRE
- ☐ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☐ APPLICANT AUTHORIZATION FORM, IF APPLICABLE
- ☐ ONE SIGNED AND SEALED SURVEY OF THE PROPERTY (NO MORE THAN 2 YEARS OLD).
- ☐ DETAILED CONCEPTUAL SITE PLAN (SEE ATTACHED SAMPLE SITE PLAN)
- ☐ LETTERS OF SUPPORT FROM ADJACENT PROPERTY OWNERS, IF ANY
- ☐ HOME OWNERS ASSOCIATION DRB APPROVALS, IF ANY
- ☐ PHOTOGRAPHS, IF DESIRED

Revised 2018

Attachment: Application (4854 : 1540 Center Avenue Side Yard Setback Variance)

I, Maxine D Reed, do not have an issue of a pergola being built by Frank Sollitto, at 1540 Center Avenue, Holly Hill FL 32117.

Thank you, Maxine D. Reed

Date: 12-17-2024

Address: 1542 center AV 32117

Attachment: Application (4854 : 1540 Center Avenue Side Yard Setback Variance)

V#_____

HOLLY HILL
FLORIDA

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TELEPHONE: (386) 248-9442 PERMITDESK@HOLLYHILLFL.ORG

I understand that the application for variance must include all required submittals. Submission of incomplete plans may create delays.

I hereby represent that I have the lawful right and authority to file this application.

_____ _____
SIGNATURE OF OWNER/AUTHORIZED APPLICANT **DATE** 12.17.24

(PROOF OF PROPERTY OWNER'S AUTHORIZATION IS REQUIRED WITH SUBMITTAL IF SIGNED BY SOMEONE OTHER THAN THE PROPERTY OWNER)

Respond completely and fully to all six criteria listed below to demonstrate that the request meets the standards of Land Development Regulations of Holly Hill Sec. 82-317 for the granting of a variance:

1. Describe the special conditions and circumstances that exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district. Pergola was here when house was purchased, Storm tore it down. Owner Rebuilt.

2. Describe how special conditions and circumstances that currently exist are not the result of the actions of the applicant or petitioner. City said I can't have it.

Attachment: Application (4854 : 1540 Center Avenue Side Yard Setback Variance)

V#_____

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
TELEPHONE: (386) 248-9442 PERMITDESK@HOLLYHILLFL.ORG

3. Explain how the granting of the variance request would not confer on the applicant, or petitioner, any special privilege that is denied by Code to other lands, buildings, or structures in the same zoning district.

It was here when house was purchased.

4. Describe how the literal interpretation of the provisions of the zoning regulations would deprive the applicant, or petitioner, of rights commonly enjoyed by other properties in the same zoning district and would work an unnecessary and undue hardship on the applicant.

5. Describe how the requested variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.

Attachment: Application (4854 : 1540 Center Avenue Side Yard Setback Variance)

V#_____

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FLORIDA

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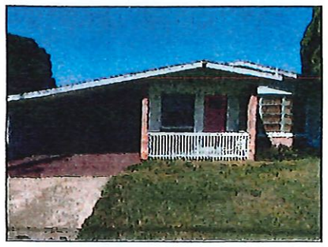
6. Describe how the granting of the variance will be in harmony with the general intent and purpose of this subpart and the city's comprehensive plan, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Pergola was here when I Bought the house, Storm tore it down
Owner Just wants to rebuilt it back

Attachment: Application (4854 : 1540 Center Avenue Side Yard Setback Variance)

RECEIVED
DEC 2 0 2024

LEGAL DESCRIPTION: THE NORTHERLY 20 FEET OF LOT 20 AND THE SOUTHERLY 40 FEET OF LOT 21, BLOCK 23, FLOMICH GARDENS SECTION OF HOLLY HILL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 10, PAGE 93, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



1540 CENTER AVENUE
HOLLY HILL, FL.

PROFESSIONAL TITLE AGENCY, A DIVISION OF LANDCASTLE TITLE GROUP, LLC.

POINTS OF INTEREST
FENCES OVER SIDE AND REAR LOT LINES

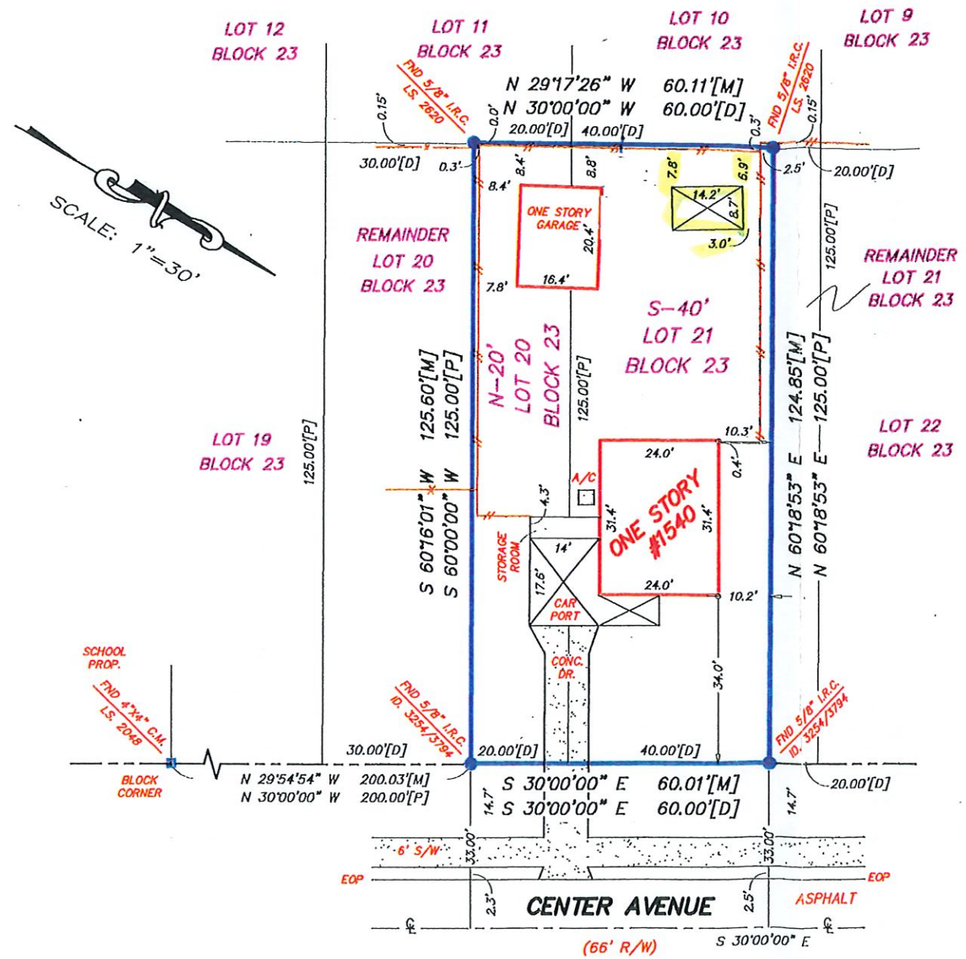
DRAWN BY:	CHECKED BY:
KZR MA	BRETT

CERTIFIED TO:
FRANK D. SOLLITTO, JR.
PROFESSIONAL TITLE AGENCY, A DIVISION OF LANDCASTLE TITLE GROUP, LLC.
CHICAGO TITLE INSURANCE COMPANY
THE MORTGAGE FIRM, INC.

COMMUNITY NO: 125112
PANEL: 0218 SUFFIX: K F.I.R.M. DATE: 09/29/17
FLOOD ZONE: X

SURVEY NO. 134147
FIELD DATE: 05/30/24

Boundary Survey



A/C – AIR CONDITIONER
A.E. – ACCESS EASEMENT
B.C. – BLOCK CORNER
BLK – BLOCK
C.B. – CONCRETE BLOCK
C.B.S. – CONCRETE BLOCK STRUCTURE
C.M. – CONCRETE MONUMENT
CONC. – CONCRETE
D – DEED
D.E. – DRAINAGE EASEMENT
E.O.P. – EDGE OF PAVEMENT
F.C.C. – FOUND CROSS CUT
F.F.E. – FINISHED FLOOR ELEVATION
FND – FOUND
ID. – IDENTIFICATION
I.P. – IRON PIPE
I.R. – IRON ROD
I.R.C. – IRON ROD & CAP
L – ARC LENGTH
L.B. – LAND SURVEYING BUSINESS
L.S. – LAND SURVEYOR
L.E. – LANDSCAPE EASEMENT
M – MEASURED
M.E. – MAINTENANCE EASEMENT
N&D – NAIL AND DISK
P – PLAT
P.E. – PEDESTRIAN EASEMENT
P.C. – POINT OF CURVATURE
P.C.C. – POINT OF COMPOUND CURVATURE
P.C.P. – PERMANENT CONTROL POINT
P.I. – POINT OF INTERSECTION
PK NAIL – PARKER-KALON COMPANY NAIL
P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCEMENT
P.O.L. – POINT ON LINE
P.R.C. – POINT OF REVERSE CURVE
P.R.M. – PERMANENT REFERENCE MONUMENT
P.D.A.E. – PRIVATE DRAINAGE AND ALLEY EASEMENT
P.T. – POINT OF TANGENT
R – RADIUS
R.P. – RADIAL POINT
R/W – RIGHT OF WAY
S/W – SIDEWALK
U.E. – UTILITY EASEMENT
W.F.S. – WOOD FRAME STRUCTURE

—— — — —— RIGHT-OF-WAY LINE
—— ℄ —— CENTERLINE
——x—— BARB WIRE FENCE
——//—— WOOD FENCE
——X—— CHAIN LINK FENCE
——/—— PLASTIC FENCE

BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF CENTER AVENUE BEING S 30°00'00" E ASSUMED

NOTES:
1) This survey is based on the legal description as provided by the Client
2) This Surveyor has not abstracted the land shown hereon for easements, rights of way or restrictions of record which may affect the title or use of the land
3) Do not reconstruct property lines from building ties
4) No footing or overhangs have been located except as shown
5) No improvements or utilities have been located except as shown
6) Not valid without a signature and the authenticated electronic seal or the original raised seal of a Florida licensed Surveyor and Mapper

Long Surveying, Inc.
1061 S. Sun Dr. Ste. #1113
Lake Mary, FL 32746
Office 407-330-9717 Fax 407-330-9775

Certification: I certify that this survey was made under my direction and that it meets the minimum technical standards set forth by the Board of Professional Land Surveyors and Mappers in Chapter 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

LOUIS RAMIREZ, P.S.M. NO. 6304

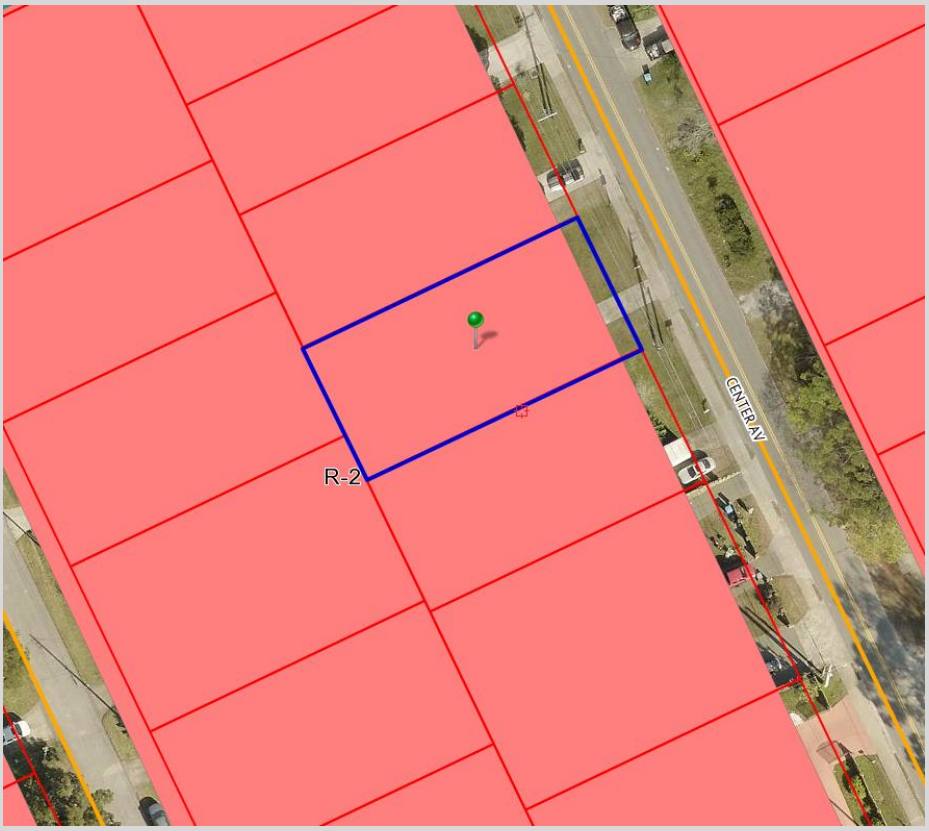
1540 Center Ave.

Attachment: Survey (4854 : 1540 Center Avenue Side Yard Setback Variance)

Location Map – 1540 Center Avenue



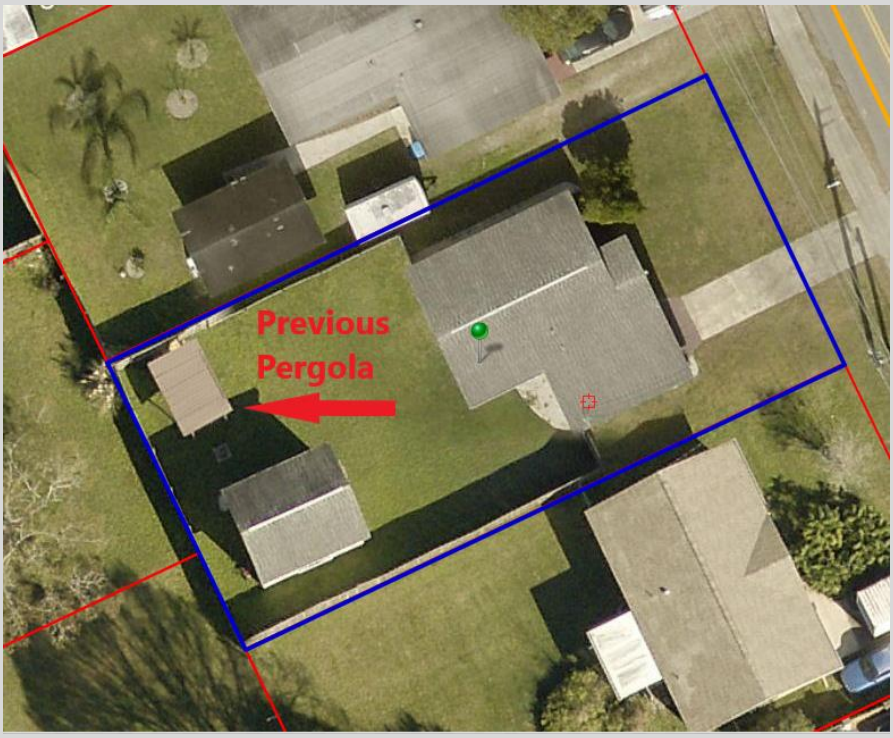
R-2 Zoning – Single-Family



Front of House



Previous Pergola – Removed



Previous Pergola – This was removed and is now gone.



The new pergola under construction. It was at this point that a Stop Work Order was issued by the Building Official. Only two rafters were in place and the new post are placed in dirt and not attached to the slab. The two northern post (red arrows) could have easily been moved back 2.5 feet. At this stage, Planning staff explained the rules regarding nonconformity to the homeowner and told him that he could not encroach into the setback.



The pergola was completed despite a Stop Work Order being issued. All rafters and strapping are in place.



