CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● APRIL 9, 2024

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
Chris Via

District 1 - Commissioner
John Penny

District 2 - Commissioner
Penny Currie

District 3 - Commissioner
John C. Danio

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

a. Roll Call
b. Invocation by Mayor Chris Via
c. Pledge of Allegiance

2. PUBLIC COMMENTS

3. APPROVAL OF MINUTES

1. Minutes - March 26, 2024 Workshop and March 26, 2024 Regular City Commission Meeting

   (Requested by Valerie Manning, City Clerk)

4. CONSENT AGENDA - ITEMS (1 - 3)

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 –2024-R-17 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Change Order Addendum 1 with Dredging & Marine Construction, LLC in the Amount of $16,350 for the Loss of the Economy of Scale of Design and for the Addition of Grant Preparation Services for the Riverside Park Bulkhead Replacement Project, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

2. Resolution –2024-R-18 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggyback of the City of Hollywood Contract IFB-0001-23-OT and Authorizing the City Manager to Execute Any Agreements with Inliner Solutions, LLC; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

3. Resolution –2024-R-19 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Sole Source Purchase and Service Installation Proposal from Instrument Specialties, Inc., for the Acquisitions of the Standardized Replacement of Auma Actuators at a Cost Not to Exceed $119,505.00 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

5. REGULAR AGENDA

1. Resolution –2024-R-20 A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding a Contract to Kimley-Horn and Associates, Inc. for Water Utility Optimization and Resilience Improvement Engineering Services; and Authorizing the City Manager to Negotiate Rates and Enter into an Agreement; and Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

6. PUBLIC HEARINGS

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

1. Ordinance –2024-O-3073 SECOND READING - 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 in Exhibit A, by Virtue of a Small-Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from Low Density Single-Family Residential to Low-Medium Density Residential; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

2. Ordinance –2024-O-3074 FIRST READING - Ordinance 3074 - an Ordinance of the City of Holly Hill Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Described in Attachment "A", by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from Low Density Residential to Low-Medium Density Residential; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date. And FIRST READING - Ordinance 3075 - 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 Attachment "A" from R-2 (Low-Medium Density Single-Family Residential) to RPUD (Residential Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

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

7. COMMUNICATIONS

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

8. ADJOURNMENT

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

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



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



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

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

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **April 9, 2024**
FROM: **Valerie Manning**
SUBJECT: **Minutes - March 26, 2024 Workshop and March 26, 2024 Regular City Commission Meeting**
NUMBER: **(ID # 4473)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the March 26, 2024 Workshop and regular City Commission meeting.

MOTION:

Approve both sets of minutes from the March 26, 2024 meetings.

- Minutes - March 26, 2024 - Workshop - Playground Discussion (PDF)
- Minutes - March 26, 2024 - Regular City Commission meeting (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● MARCH 26, 2024

Large Conference Room | **Work Session** | **5:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

2. ROLL CALL

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

3. PLAYGROUND DISCUSSION

1.

Playground Discussion

(Requested by Valerie Manning, City Clerk)
Mr. Forte briefly went through the staff report for the Mayor and City Commissioners. Below is the recap of that report that was included in the agenda packets for the workshop discussion.
For Fiscal Year 2023/2024, the City of Holly Hill received an allocation of $94,857 from the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program. The City Commission approved the use of this year's CDBG award to provide a new playground at Sunrise Park North. On Tuesday, March 12, the City held a bid opening for this project. A total of 6 (six) playground manufacturers offered bids, however 2 (two) were received after the bid opening and were therefore not included for consideration. Due to this project being grant funded, proposals were sought for a fixed budget of $250,000. This parameters for the proposals were that all playgrounds were to include safety surfacing, shade structures and include installation costs. As such, the determination of the winning bidder was to be based on the amount and quality of the playground equipment offered and warranties offered. Use of stainless steel or galvanized materials were highly recommended due to the proximity of the playground location to the Halifax Intracoastal Waterway. This is in keeping with section 2.10 of the City's purchasing policy which states "The City reserves the right to award to any and / or all bids on an item-by-item basis or in the aggregate, whichever is deemed in the best interest of the

Attachment: Minutes - March 26, 2024 - Workshop - Playground Discussion (4473 : Minutes)

City."

There was discussion amongst the Mayor, Commissioners, and staff for a ***consensus to reject all bids*** submitted and to go out to re-bid the playground as discussed by them. ***(A copy of this workshop in its entirety is available on CD upon request in the City Clerk's Office or available online on the city's YouTube channel)***

Other Discussion Items:

Mr. Walker gave an update on the medical marijuana dispensaries moratorium and Commissioner Penny asked the Mayor and City Commissioners about holding a Christmas party for the employees instead of the gift cards this year. There was ***consensus*** to do that. Possible date would be December 14, 2024. More information will come when it's available.

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

4. ADJOURNMENT

The workshop adjourned at approximately 5:55 PM.

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CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● MARCH 26, 2024

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

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

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

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

2. PRESENTATIONS

1.

Fire Department Promotion - Austen Matranga Firefighter/Paramedic

(Requested by Valerie Manning, City Clerk)

RESULT: **NO VOTE NEEDED**

2.

Volusia League of Cities Presentation to COHH

(Requested by Valerie Manning, City Clerk)

RESULT: **NO VOTE NEEDED**

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3.

The Month of April as Water Conservation Month 2024

(Requested by Valerie Manning, City Clerk)

RESULT:	**NO VOTE NEEDED**

3. PUBLIC COMMENTS

The following individual spoke to the Mayor and City Commissioners: Jim Cameron, Holly Hill.

4. APPROVAL OF MINUTES

1. -DOC-2024-4

Minutes - March 12, 2024 Regular City Commission Meeting

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

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

Enacted and approved this 26th day of March, 2024, in Holly Hill

5. CONSENT AGENDA - ITEMS (1 - 2)

Mayor Via asked if anyone in the audience wished to speak on any item on the Consent Agenda or if any member of the Commission wished to further discuss an item. There was no one.

1. -2024-R-15 Resolution

A Resolution of the City of Holly Hill, Florida, Awarding a Task Order to Black Sands Development Group for the Aerial Reuse Pipe Replacement Project at a Cost of $114,889.91 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION
2024-R-15
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING A TASK ORDER TO BLACK SANDS DEVELOPMENT GROUP FOR THE AERIAL REUSE PIPE REPLACEMENT PROJECT AT A COST OF $114,889.91 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 TASK ORDER TO BLACK SANDS DEVELOPMENT GROUP FOR THE AERIAL REUSE PIPE REPLACEMENT PROJECT AT A COST OF $114,889.91 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City broadcast Aerial Pipe Replacement Project 22-WW-06 in October 2023 but received only one bid at a cost of $386,823.00; and

WHEREAS, City staff did not present this bid to the City Commission for consideration as it was too far above the engineer's estimate to be considered competitive; and

WHEREAS, the City entered into a contract with Black Sands Development Group 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 $114,889.91 for the Aerial Reuse Pipe Replacement; and

WHEREAS, the Aerial Reuse Pipe Replacement is consistent with the City Utility SB 64 for Capital Funding Plan, Project No. 22-WW-06.

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

SECTION 1. That the City Commission rejects Bid No. 22-WW-06 with TB Landmark for $386,823.00 for the Aerial Reuse Pipe Replacement Project.

SECTION 2. That the City Commission of the City of Holly Hill does

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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 Aerial Reuse Pipe Replacement in the amount of $114,889.91.

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 26th day of MARCH, 2024.

Enacted and approved this 26th day of March, 2024, in Holly Hill

2. –2024-R-16 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding a Primary Contract to Southeastern Surveying & Mapping and a Secondary Contract to WGI, Inc., for Surveying Services; and Authorizing the City Manager to Negotiate Rates; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION
2024-R-16
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING A PRIMARY CONTRACT TO SOUTHEASTERN SURVEYING & MAPPING AND A SECONDARY CONTRACT TO WGI, INC., FOR SURVEYING SERVICES; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE RATES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING A PRIMARY CONTRACT TO SOUTHEASTERN SURVEYING & MAPPING AND A SECONDARY CONTRACT TO WGI, INC., FOR SURVEYING SERVICES; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE RATES; PROVIDING FOR SEVERABILITY;

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AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City solicited for Professional Surveying Services through Request for Proposals RFW-PW-03; and

WHEREAS, the City received five (5) responses to RFQ-PW-03 on February 27, 2024; and

WHEREAS, the City selection committee met on March 14, 2023 to rank the proposals for recommendation of contract award; and

WHEREAS, the selection committee evaluated survey proposals and voted to recommend a primary contract to Southeastern Surveying and Mapping Corporation (SSMC) and a secondary award to WGI, Inc.

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

SECTION 1. That the City Commission approve the ranking of the survey proposals and authorize the City Manager to negotiate rates and enter into an agreement with Southeastern Surveying & Mapping as the primary vendor and WGI, Inc., as a secondary provider.

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 26th day of MARCH, 2024.

Enacted and approved this 26th day of March, 2024, in Holly Hill

6. REGULAR AGENDA

1.

Lien Reduction - 921 Daytona Avenue

(Requested by Brian Walker, Board of Planning and Appeals)
Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 26th day of March, 2024, in Holly Hill

Attachment: Minutes - March 26, 2024 - Regular City Commission meeting (4473 : Minutes)

7. PUBLIC HEARING

1. –2024-O-3073 Ordinance

SECOND READING - 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 in Exhibit A, by Virtue of a Small-Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from Low Density Single-Family Residential to Low-Medium Density Residential; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, Board of Planning and Appeals)
Mr. Walker briefly went through his staff report for the Mayor and City Commissioners. This item is to consider an Ordinance enacting a Small-Scale Future Land Use Map Amendment from Low Density Residential (LDR) to Low-Medium Density Residential (LMDR), for approximately 2.38 acres, located on the south side of 3rd Street, approximately 1700 feet southwest of Ridgewood Avenue. In 2005, the subject property was approved for a subdivision containing 4 buildings each with 4 units, for a total of 16 units (Quadraplex). Formally known as Brentwood, it has been known as Bentley Oaks for many years. On November 28, 2006, the City Commission approved the final plat for Bentley Oaks, however, the plat was never recorded. Infrastructure, meaning water, sewer, and stormwater improvements were constructed, and curbing for the street along with sub-base and base course for the subdivision was started in 2006 and substantially completed. The property then sat inactive until 2021. In late 2020, a developer interested in the property contacted the City regarding reactivating the Bentley Oaks project. Discussions occurred over the next couple of years, and the final product proposed is a total of 4 buildings each with 4 units, each unit having 3 bedrooms and 2.5 baths. An elevation is attached. The existing infrastructure has been cleaned, repaired and re-inspected. However, because the project's density exceeds that permitted by the current land use, the project cannot be platted and completed without an approved land use amendment. The current land use is low-density residential. That land use allows up to 6 dwelling units per net buildable acre. Net buildable acreage is land remaining after subtracting land used for streets, utility and drainage rights-of-way and other non-residential land areas. This project proposes a density of 6.72 units per net acre and therefore exceeds the permitted density. The property is zoned R-4A (Zero Lot Line Single-Family Residential District) which permits quadraplexes, and a density of 7 dwelling units per acre. The project meets the permitted density for the zoning district which may explain why the land use was not changed back in the early 2000's when the property was approved. However, it is the land uses' permitted density that governs. For this reason, the applicant is requesting a land use amendment to low-medium density residential, which permits up to 10 dwelling units per net buildable acre. If approved, the applicant will be restricted by their zoning district to 7 dwelling units per acre. The project contains single-family homes on three sides but also has commercial uses across the street and abuts an apartment complex in the City of Daytona that is zoned multi-family residential on a parcel that allows up to 20 dwelling units an acre. The amendment has been analyzed in terms of its infrastructure impacts. For considering a change of land

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use, an analysis comparing the maximum development potential under each land use and available capacity is required. Impacts to traffic, potable water, waste water and solid waste have been analyzed and are summarized below. The proposed future land use map amendment will result in an average daily increase of 73 trips. Supporting details for the analysis are shown in the attachment titled, Trip Generation. Water and sewer demand under each land use (current and proposed), has been calculated using the Florida Administrative Code 64E-6.008 sewer flow standards. Standard engineering practice uses sewer flows to estimate water demand. Mr. Walker stated under the current LDR Land Use water and sewer demands are based on 14 Dwelling Units per Net Acre: 14 Units x 300 GPD = 4200 (water) and 4200 (sewer) = 8,400 GPD, however, under the proposed LMDR Land Use the water and sewer demands: Based on 24 Dwelling Units per Net Acre: 24 Units x 300 GPD = 7200 (water) and 7200 (sewer) = 14,400. The difference is an increase of 6,000 gallons per day. Potable Water Capacity: The City's potable water treatment plant has a processing capacity of 2.3 MGD. The current maximum daily flow is 1.3 MGD. Therefore, the plant has sufficient capacity to accommodate the density increase permitted under the proposed future land use designation. Development will be required to connect to City water. Sewer Capacity: The waste water treatment plant servicing this site has the capacity to service 3.0 MGD. Currently the plant services 1.85 MGD. Therefore, the plant has sufficient capacity to accommodate the increase anticipated by proposed future land use designation. Development will be required to connect to City sewer. Mr. Walker explained the school concurrency, solid waste, stormwater management, consistency with the Urban Sprawl Rule, consistency with the Comprehensive Plan as described in the agenda packet. Staff finds that the requested small-scale future land use map amendment is consistent with the City's Comprehensive Plan. The City has available capacity to serve the increased demand on facilities and infrastructure created by the requested amendment. The Board of Planning and Appeals unanimously recommend approval of the requested map amendment. Mr. Walker stated it is staff's recommendation to adopt an Ordinance of the City of Holly Hill Florida, enacting a Small-Scale Future Land Use Map Amendment from Low Density Residential (LDR) to Low-Medium Density Residential (LMDR), totaling approximately 2.38 acres, located on the south side of 3rd Street, approximately 1700 feet south west of Ridgewood Avenue.

There was some discussion amongst the Mayor, City Commissioners, and staff at this time.

Mayor Via asked Attorney Simpson a question. Don't the owners of these property now own the right to develop this since it was given to them in the early 2000s to develop it as they proposed?

Attorney Simpson stated the one thing I'd say is that any development order we issue has to be consistent with our Comprehensive Plan and the Comprehensive Plan is the overriding planning document so we can't do anything that is inconsistent with our Comprehensive Plan. Now I can't answer to you how a rezoning occurred. Apparently that was inconsistent with our Comprehensive Plan, so arguably, it was probably not valid when it was done because it was inconsistent with our Comprehensive Plan. What we're doing now is amending our Comprehensive Plan, so what was done 20 years ago or however long ago it was, is consistent with our Comprehensive Plan today. For them to come and say they had a right to it, the problem is what they would be asserting a right to

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is inconsistent with our Comprehensive Plan today and apparently, inconsistent with our Comprehensive Plan back then.
Mayor Via stated he just feels like that would open up a whole can of worms and that's the point, in a way our hands are tied on this and it's the right thing to do when that Commission gave that property that right back in the early 2000s. That was just his broader point and he just wanted to make sure that he had that on record.

Mayor Via opened public participation. No one spoke.

Timothy J. Boehliein, PE., with JBPro agent from Gainsville for the owner introduced himself and said that he was there to answer any questions the Mayor or City Commissioners may have.

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

RESULT:	**APPROVED AT 1ST READING [UNANIMOUS]**	**Next: 4/9/2024 6:00 PM**
MOVER:	Roy Johnson, District 4 - Commissioner	
SECONDER:	John Penny, District 1 - Commissioner	
AYES:	Via, Penny, Currie, Danio, Johnson	

8. COMMUNICATIONS

A. City Manager Comments

Mr. Forte thanked the Mayor for introducing Chief Westfall and again, he wants to go on record saying that the community is safe, police services are covered 100%, there's no laps in coverage and he is thankful to Sheriff Chitwood for providing the city with the resources to help us get through this period of disruption that we're going through. With that being said, he would like to get consensus from the Commission tonight to move forward to fill the position of Police Chief. He has an agreement in hand with the Florida Police Chiefs Education and Research Foundation. They have a program called STARS that helps to do the search. It's a consulting firm that does the search to replace the Police Chief position. This is the same organization that the City of DeLand used and the City of Ponce Inlet used. The cost is about $11,000 for this service. He thinks it's most appropriate to use a service so that we can get the proper screening and identify the most qualified, best fit Police Chief to run this organization and to help us get things back organized. As you know, he's not at liberty to comment on any of the issues that are under investigation. Unfortunately, we've had a little bit of negativity in the department but what he would like to do as he goes through this process is to focus his attention on the positivity and the work that the officers, the good men and women of the department, are performing in this community. At this point, he would like to get the Commissioners support on going out to fill that Chief's position and he's also intending to move forward with the Sergeant's exam. The exam that we had, the Sergeant's list is expired and he thinks it's important to have a Sergeant's list reestablished should we need to fill a

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Sergeant's position.

There was consensus from the Mayor and City Commissioners to use the STARS program to help find a Police Chief for Holly Hill.

Mr. Forte stated the process will begin tomorrow. Their projection of it being about a 90-day process, he's anticipating that hopefully, by July 1st the city will be able to get a Police Chief in place if not sooner. Mr. Forte stated during the workshop discussion on the playground, they do have the ability to make a motion to throw the proposals out and direct staff to re-bid with adding additional monies into that line item.

Commissioner Penny made a motion to ***REJECT ALL BIDS, DIRECT STAFF TO GO OUT AND MODIFY THE BID REQUEST FOR PROPOSALS (RFP) THAT PREVIOUSLY WENT OUT BASED ON THE ADDITIONAL FUNDING THE CITY PLANS TO PUT INTO THE PROJECT,*** *seconded by Commissioner Currie.*

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.

B. City Attorney Comments
None.

C. City Commission Comments
Commissioner Johnson mentioned there's a TPO meeting tomorrow; agreed with Mr. Cameron about the Brightline train that is needed and it would be good to have it connecting to all airports; having a fast train would help with traffic; the Volusia Sports Center is doing really well.

Commissioner Penny reminded everyone about the summer reading program and that there will be a fundraiser at Copper Bottom called Race for Reading on May 11th from 12:00 PM - 4:00 PM, which will help with the Holly Hill K-5 graders; the readings will be on Tuesdays and those dates are June 10th and August 1st from 9:00 AM - 11:00 AM. Please register; great event on May 11th for the community.

Commissioner Currie thanked Ms. Manning and staff who helped with the annual Easter Egg event last Saturday.

Commissioner Danio thanked Ms. Manning as well and was happy to see Commissioner Johnson up and moving around.

Mayor Via briefly mentioned the property situation at 618 Flomich and asked if there was any update. Staff and Attorney Simpson will try to find out some information as it pertains to the property, and the heirs of the property.

D. Mayor's Comments
Mayor Via asked if the acting Holly Hill Police Chief Eric Westfall from the Volusia County Sheriffs could come forward and introduce himself and his colleagues that are with him tonight. With him tonight was Volusia County Sheriff's Lieutenant Don Maxwell Watch Commander who will serve as the city's Watch Commander, which there are four of them. Mayor Via spoke about the unveiling for the Veterans Memorial

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monument. They are still working on a solid date for the unveiling. Mayor Via asked Mr. Walker about additional dwelling units with mother-in-law suites as previously discussed at the Board of Planning and Appeals meetings and here.

9. ADJOURNMENT

The meeting adjourned at approximately 7:30 PM.

Attachment: Minutes - March 26, 2024 - Regular City Commission meeting (4473 : Minutes)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **April 9, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Change Order Addendum 1 with Dredging & Marine Construction, LLC in the Amount of $16,350 for the Loss of the Economy of Scale of Design and for the Addition of Grant Preparation Services for the Riverside Park Bulkhead Replacement Project, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-17**
APPLICANT:
PLANNER:

DISCUSSION:

On November 23, 2021, the City Commission approved an agreement with Dredging & Marine Consultants, LLC (DMC) to serve as one of the City's General Engineering Consultants to provide professional design and construction management services for marine projects. Their agreement is included under "Exhibit A".

On January 10, 2023, the City Commission approved a proposal from DMC to provide design, permitting, and construction administration work for the Riverside Park Bulkhead Project 22-BG-10 in the amount of $46,840. This was a negotiated rate based on an economy of scale as a result of Marina Grande also working with DMC for their bulkhead repair/replacement project. A copy of this proposal is included under "Exhibit B".

Unfortunately, Marina Grande has opted to not use DMC for the design, permitting and construction administration work for their section of bulkhead. As such, DMC has submitted a request for a change order in the amount of $16,350. This change order represents the loss of the economy of scale for the design phase of this project, but also includes grant preparation and the presentation of the Riverside Park Bulkhead Replacement Project to the Florida Inland Navigation District Board for funding consideration. If received, this grant will pay for up to 50% of the project cost. Change order addendum 1 is included under "Exhibit C".

FISCAL ANALYSIS:

There is $800,000 budgeted for the Riverside Park Bulkhead Project 22-BG-10 under account # 301-8110-580.63-00. The change order brings the total cost of the design phase and grant preparation to $63,190.

STAFF RECOMMENDATION:

Approve change order addendum 1 from Dredging and Marine Consultants for the loss of the economy of scale of design and the addition of grant preparation services for the Riverside Park Seawall Replacement Project #22-BG-10 in the amount of $16,350, 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.

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 CHANGE ORDER ADDENDUM 1 FROM DREDGING AND MARINE CONSULTANTS FOR THE LOSS OF THE ECONOMY OF SCALE OF DESIGN AND THE ADDITION OF GRANT PREPARATION SERVICES FOR THE RIVERSIDE PARK SEAWALL REPLACEMENT PROJECT #22-BG-10 IN THE AMOUNT OF $16,350, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A -DMC Consultant Services Agreement (PDF)
- Exhibit C - DMC Change Order Addendum One (PDF)
- Exhibit B - DMC Proposal with Economy of Scale Discount (PDF)

Resolution No. 2024-17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING CHANGE ORDER ADDENDUM 1 WITH DREDGING & MARINE CONSTRUCTION, LLC IN THE AMOUNT OF $16,350 FOR THE LOSS OF THE ECONOMY OF SCALE OF DESIGN AND FOR THE ADDITION OF GRANT PREPARATION SERVICES FOR THE RIVERSIDE PARK BULKHEAD REPLACEMENT PROJECT, 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 CHANGE ORDER ADDENDUM 1 WITH DREDGING & MARINE CONSTRUCTION, LLC IN THE AMOUNT OF $16,350 FOR THE LOSS OF THE ECONOMY OF SCALE OF DESIGN AND FOR THE ADDITION OF GRANT PREPARATION SERVICES FOR THE RIVERSIDE PARK BULKHEAD REPLACEMENT PROJECT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 23, 2021, the City Commission approved an agreement with Dredging & Marine Consultants LLC (DMC) to serve as one of the City's General Engineering Consultants to provide Professional Design/CEI Services for marine projects; and

WHEREAS, on January 10, 2023, the City Commission approved a proposal from Dredging & Marine Consultants in the amount of $46,840 for the design, permitting and construction administrative work for the Riverside Park Seawall Replacement Project; and

WHEREAS, the cost of work offered was a negotiated rate based on the economy of scale of Marina Grande also repairing/replacing their section of bulkhead; and

WHEREAS, Marina Grande opted not to use DMC for the design, permitting and construction administration for their section of bulkhead; and

WHEREAS, DMC offered a change order addendum in the amount of $16,350 to account for the loss of economy of scale and to offer Florida Inland Navigation District (FIND) grant preparation and presentation to their scope of services.

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

SECTION 1. That the City Manager of the City of Holly Hill is hereby authorized to execute Change Order Addendum 1 with Dredging & Marine Consultants LLC in the amount of $16,350 to account for the loss of economy of scale of design and to provide grant preparation and project presentation to the FIND Board.

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

APPROVED AND AUTHENTICATED on this 9th of APRIL, 2024.

PROFESSIONAL CONSULTANT SERVICES AGREEMENT
Professional Design/CEI Services For Roadways, Stormwater And Utilities Projects
Request for Qualification (RFQ) #22-PW-01

THIS AGREEMENT is made and entered into this 25 day of January, 2022, by and between Dredging & Marine Consultants, LLC. , duly authorized to conduct business in the State of Florida and whose address is 4643 S. Clyde Morris Blvd. Unit 302, Port Orange, FL 32129 , hereinafter, called "CONSULTANT" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ #18-PW-03), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for a three (3) years and two (2) one (1) year option at the sole discretion of the city.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Consultant:
Shailesh K. Patel , President (Name, Title)
Dredging & Marine Consultants, LLC. . Company)
4643 S. Clyde Morris Blvd. Unit 302 (Address)
Port Orange, FL 32129 (City, State, Zip)
(386) 304-6505 (Phone)

Attachment: Exhibit A -DMC Consultant Services Agreement (2024-R-17 : Riverside Park Bulkhead Engineering Change Order)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

Valerie Manning

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: 1/26/2022

WITNESSES:

FIRMS

By: Shailesh K. Patel, President

Dated: January 14, 2022

Approved by the City Commission of the City of Holly Hill at a meeting held on this 25th day of January, 2022 under Agenda Item No. 8(3) Consent Agenda.

Attachment: Exhibit A -DMC Consultant Services Agreement (2024-R-17 : Riverside Park Bulkhead Engineering Change Order)

Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS

CITY OF HOLLY HILL
RFQ No. 22-PW-01 PROFESSIONAL ENGINEERING CONSULTING SERVICES
PROFESSIONAL RATES
Effective January 01, 2022

Project Staff	**Hourly Rate**
Principal Engineer / Scientist	$160.00
Project Manager	$130.00
Senior Project Engineer	$115.00
Engineering Professional	$100.00
Engineering Intern	$ 80.00
Environmental Professional	$ 85.00

Technical Support Staff	
Senior Designer/GIS Technician	$80.00
Designer Technician	$75.00
Grants Coordinator	$65.00
Administrative / Accounting	$50.00

Construction Inspection / Administration	
Project Administrator (CEI)	$ 85.00
Senior Inspector	$ 80.00
Environmental / Construction Inspector	$ 75.00
Field Technician	$ 65.00

Equipment Expenses	
Jon Boat (per day)	$350.00
Turbidity Meter / Standards (per day)	$100.00
Sediment Sampler (per day)	$100.00
Subcontractor Expenses	Cost

4643 S. Clyde Morris Blvd. Unit 302 • Port Orange, FL 32129 • Phone: 386-304-6505 • Fax: 386-304-6506
spatel@dmces.com • www.dmces.com

Attachment: Exhibit A -DMC Consultant Services Agreement (2024-R-17 : Riverside Park Bulkhead Engineering Change Order)

ORIGINAL

Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS

March 14, 2024

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

RE: Additional Construction Management Services and Florida Inland Navigation District (FIND) Grant Assistance for City of Holly Hill Riverside Park Bulkhead Replacement
Addendum 1 to PO Number 230114

Dear Mr. Juengst,

Dredging & Marine Consultants LLC (DMC) is pleased to submit the following addendum to Purchase Order Number 230114 for additional Construction Management Services and FIND Grant Assistance related to the replacement of the existing 200 linear feet of bulkhead at the Riverside Park, located at 135 Riverside Dr., Holly Hill, FL 32117.

Scope of Services:

Task 1: Additional Construction Management Services – This task supplements Task 1 outlined in the original contract agreement between the City of Holly Hill and DMC (Purchase Order Number 230114). The original contract stipulated that the costs presented to the City were contingent upon Marina Grande on the Halifax, located to the north, also engaging DMC for comparable services. However, Marina Grande on the Halifax has opted not to participate in collaboration with the City and DMC for this project. Consequently, an adjustment to the cost associated with this task is warranted, reflecting the loss of economy of scale resulting from this decision.

Task 2: Florida Inland Navigation District Grant Assistance:

- Assist City with complete grant application, including drawings and schedule preparation.
- Meet with FIND Commissioner for approval prior to the grant submittal.
- Provide City guidance for additional information that is required for the grant.
- Respond to any additional requirements by the grant agency
- DMC will develop and present a presentation to the FIND Board on behalf of the City

Budget: DMC will perform the above services for a Lump Sum fee not to exceed $16,350.

Should you have any further questions please call 386-304-6505. We look forward to your authorization (Notice-to-Proceed) and to working with you on this project. Thank you.

Respectfully,
Dredging & Marine Consultants, LLC

Shailesh K. Patel, M.Sc., CPSSc.
Senior Project Manager

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spatel@dmces.com • www.dmces.com

Attachment: Exhibit C - DMC Change Order Addendum One (2024-R-17 : Riverside Park Bulkhead Engineering Change Order)

Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS

December 4, 2022, 2022

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

RE: Riverside Park Bulkhead Repair Assessment, Engineering Design, Permitting Services, Bidding Assistance, and Construction Inspection; City of Holly Hill

Dear Mr. Juengst,

Dredging & Marine Consultants LLC (DMC) is pleased to submit the following proposal to provide professional engineering services related to the assessing the repair and or replacement of the existing 200 linear feet of bulkhead at the Riverside Park, located at 135 Riverside Dr., Holly Hill, FL 32117. Please note that the costs provided to the City are with the understanding that Marina Grande on the Halifax to the north will also collaborate with similar services through DMC. As per our discussions, we offer the following scope of services and budget:

Task 1: Bulkhead Assessment and Survey Investigations – DMC will assess the existing conditions of the bulkhead, provide a summary report indicating the existing conditions and proposed repair options. DMC will facilitate and coordinate all the necessary upland topographic as well as a bathymetric and underwater survey needed to successfully design and permit a seawall repair. No geotechnical borings are being proposed at this stage unless the field assessment indicates a need to replace the existing bulkhead. If geotechnical or utility investigations are required, DMC shall provide the City a fee proposal for these services. It is DMC's intent to secure any previous design plans from the City or Marina Grande on the Halifax of this permitted structure.

Task 1 Cost: $8,600.00

Task 2: Bulkhead Repair Design and Engineering – Based on the assessment and survey investigation, DMC will provide 30%, 60%, and 90% repair drawings to the City for review. Upon final review and feedback provided by the City, and after acceptance of the final design by the appropriate permitting agencies, DMC will provide 100% complete construction ready design drawings for the repair of the existing bulkhead signed and sealed by a licensed Florida Professional Engineer.

Task 2 Cost: $15,400.00

Task 3: Permitting – DMC will coordinate permit pre-application meetings with the appropriate state and federal regulatory agencies. DMC will submit applications and all supporting documents required to permit the repair of the existing bulkhead. DMC will respond to any Request for Additional Information. **All permitting fees are the responsibility of the Client. This timeline is contingent on timely review by the permitting agencies.**

Task 3 Cost: $5,460.00

Task 4: Bidding Assistance – DMC will assist with the preparation of bid documents and bid advertisement as needed. This task will include finalizing the technical specifications for the required work and collaboration with the City to create language for advertising and bidding the project. DMC will attend the pre-bid meeting and assist with addendum preparation by responding to contractor questions. DMC will also assist with bid tabulation and contractor selection and recommendation, as needed.

Task 4 Cost: $5,800.00

Attachment: Exhibit B - DMC Proposal with Economy of Scale Discount (2024-R-17 : Riverside Park Bulkhead Engineering Change Order)

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spatel@dmces.com • www.dmces.com

Task 5: Construction Management – Once a contractor has been selected for project construction, DMC will coordinate and attend the pre-construction meeting and provide limited construction management services until project completion.

Construction management services include the following:

- Review of emergency and safety plans, including the Temporary Traffic Control plan, as required.
- Review of shop drawings, product information sheets, concrete mix designs, geotechnical testing results and other required submittals, as applicable.
- Field verification of products and materials.
- Field verification of permit compliance requirements.
- Conducting routine site visits to monitor construction activity and conformance with the plans and technical specifications. All site visits will be documented with photographs and field notes by the inspector, and weekly summary reports will be prepared for the City, detailing the work accomplished and the planned activity for the following week. DMC will attempt to align these site visits as much as possible with scheduled progress meeting dates. Site visits will also be conducted at critical stages of construction or for any unforeseen conditions that require immediate conflict resolution.
- Review of pay applications submitted by the contractor and making recommendations for payment or revision.
- Answering any technical questions raised by the contractor during construction, and/or clarifying any items in the plans or technical specifications, if required.
- Review red-lined plans indicating any deviations from the plans and/or technical specifications that were agreed upon at the site during construction.
- Schedule a project walkthrough when the contractor has determined the project to be substantially complete and generate a punch list of items to be addressed by the contractor before the project will be accepted as fully complete.
- Review of as-built drawings and preparation of recommendations to correct any noted deficiencies.
- Submittal of as-built drawings and other required close-out documents to appropriate regulatory agencies

Task 5 Cost: $11,580.00

Budget and Schedule: DMC will perform the above services for a Lump Sum fee not to exceed $46,840.00. We anticipate completion of the services listed in Tasks 1 through 4 within four (4) months of receipt of Notice to Proceed. Tasks 5 will remain open until final acceptance of the constructed project by the Client. **This timeline is contingent on timely reviews of submittals by the Client and permitting agencies**. Regulatory agencies may take longer to review and approve permits. DMC will communicate with regulatory agencies to ensure permits are secured in a timely manner.

Should you have any further questions please call 386-304-6505. We look forward to your authorization (Notice-to-Proceed) and to working with you on this project. Thank you.

Respectfully,
Dredging & Marine Consultants, LLC

Stephen J. Kuhn, P.E.
Senior Engineer

Attachment: Exhibit B - DMC Proposal with Economy of Scale Discount (2024-R-17 : Riverside Park Bulkhead Engineering Change Order)

Attachment: Exhibit B - DMC Proposal with Economy of Scale Discount (2024-R-17 : Riverside Park Bulkhead Engineering Change Order)

Exhibit A

Client: City of Holly Hill

Date: December 4, 2022

Project Name: Riverside Park Bulkhead Repair Assessment and Engineering Design

DMC Project Number: TBD

Client Project Manager: Mr. Steve Juengst

DMC Project Manager: Alexis Sorell

Task Descriptions:

Task 1: Bulkhead Assessment and Survey Investigations

Task 2: Bulkhead Repair Design and Engineering

Task 3: Permitting

Task 4: Bidding Assistance

Task 5: Construction Management

Table A: DMC Labor

	Hourly Rate	Task 1	Task 2	Task 3	Task 4	Task 5	Total Hours	Total Cost
		Hours						
Principal Engineer/Scientist	160.00	2	2	2	2	2	10	$ 1,600.00
Project Manager	130.00	4	8	4	16	24	56	$ 7,280.00
Senior Project Engineer	115.00	2	16	4	8	4	34	$ 3,910.00
Engineering Professional	100.00	2	24	4	8	0	38	$ 3,800.00
Engineering Intern	80.00	16	40	16	16	8	96	$ 7,680.00
Environmental Professional	85.00	0	0	8	0	8	16	$ 1,360.00
Senior Designer/GIS Tech	80.00	0	20	0	0	4	24	$ 1,920.00
Designer Technician	75.00	0	56	16	0	8	80	$ 6,000.00
Grants Coordinator	65.00	0	0	0	0	0	0	$ -
Admin/Accounting	50.00	4	16	12	8	4	44	$ 2,200.00
Project Administrator (CEI)	85.00	0	0	0	0	24	24	$ 2,040.00
Senior Inspector	80.00	0	0	0	0	40	40	$ 3,200.00
Environmental/Construction In	75.00	0	0	0	0	0	0	$0.00
Field Tech.	65.00	0	0	0	0	0	0	$0.00
Total Hours		30	182	66	58	126	**462**	
Total Cost		$ 2,750.00	$ 15,400.00	$ 5,460.00	$ 5,800.00	$ 11,580.00		**$ 40,990.00**

Table B: DMC Reimbursable Expenses

Description	Quantity	Unit Cost	Total
Cell/Long Distance Phone		$ 25.00	$0.00
8.5 x 11 Prints		$ 0.05	$0.00
8.5x11 & 11x17 Color Print		$ 1.00	$0.00
24 x 36		$ 2.00	$0.00
GBC binding		$ 2.50	$0.00
Mileage		$ 0.56	$0.00
Lodging		$ 130.00	$0.00
Meals		$ 20.00	$0.00
Photos		$ 10.00	$0.00
Courrier Deliveries		$ 15.00	$0.00
Equipment & Supplies		$ 200.00	$0.00
Miscellaneous	1	$ 350.00	$350.00
Total Reimbursables			**$350.00**

Table C: Grand Total

DMC Labor Total (Table A)	$40,990.00
DMC Reimbursables (Table B)	$350.00
Task 1 Underwater survey	$3,000.00
Task 1 Survey	$2,500.00
Grand Total	$46,840.00

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **April 9, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggyback of the City of Hollywood Contract IFB-0001-23-OT and Authorizing the City Manager to Execute Any Agreements with Inliner Solutions, LLC; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-18**
APPLICANT:
PLANNER:

DISCUSSION:

In multiple areas throughout the City, there are sanitary sewer pipes that are in need of rehabilitation due to their age and condition. Many of the pipes in need of rehabilitation are clay pipes that are brittle and causing water infiltration to the sewer system. Pipelining is the method that is in place replacement of existing sewer lines and to reduce the infiltration of water to the sewer mains. The expected life of these linings is approximately 30 to 50 years.

The City of Hollywood, FL has an active contract with Inliner Solutions, LLC for sanitary sewer pipelining services. The agreement with the City of Hollywood complete with pricing is attached as Exhibit A. Staff recommends that the city piggyback this bid for the lining of the sanitary sewer pipes in Holly Hill, FL.

Current City of Holly Hill Purchasing Manual:

Policy 2.39 Other Government Entities' Contracts.

The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts is the be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected

vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

FISCAL ANALYSIS:

The amount approved for sanitary sewer pipelining is for the appropriated budget amount of not to exceed $200,000 per year. Funding for these repairs is budgeted in General Ledger Account 400-3020-535-4601.

STAFF RECOMMENDATION:

That the City Commission approve the piggyback of the City of Hollywood Contract IFB-001-23-0T in the amount of the appropriated budgeted amounts or a not to exceed amount of $200,000 per year, 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:

APPROVE THE PIGGYBACK OF THE CITY OF HOLLYWOOD CONTRACT IFB-0001-23-OT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY AGREEMENTS WITH INLINER SOLUTIONS, LLC.

ATTACHMENTS:

- Exhibit A - Hollywood, FL - Fully Executed Contract (PDF)

Resolution No. 2024-18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF THE CITY OF HOLLYWOOD CONTRACT IFB-0001-23-OT AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AGREEMENTS WITH INLINER SOLUTIONS, LLC; 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 THE CITY OF HOLLYWOOD CONTRACT IFB-0001-23-OT AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AGREEMENTS WITH INLINER SOLUTIONS, LLC; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there are multiple areas identified within the City of Holly Hill where sanitary pipelining is in need of rehabilitation due to their age and condition; and

WHEREAS, The City of Hollywood has an active Contract Number IFB-0001-23-OT with Inliner Solutions, LLC to provide for sanitary pipelining; and

WHEREAS, The City desires to piggyback the contract IFB-0001-23-OT the City of Hollywood has with Inliner Solutions, LLC for sanitary sewer pipelining in an amount no to exceed $200,000.00 to reline sanitary pipes throughout the City.

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

SECTION 1. The City desires to have the sanitary pipes in various areas of the City of Holly Hill lined.

SECTION 2. The City of Hollywood has an active contract with Inliner Solutions, LLC for the lining of pipes.

SECTION 3. The City desires to piggyback The City of Hollywood Bid Number IFB-0001-23-0T for the Sanitary Pipe Lining in various locations in Holly Hill, FL in an amount not to exceed $200,000.00.

SECTION 4. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

APPROVED AND AUTHENTICATED on this 9th day of APRIL, 2024.

R-2023-124

CITY OF HOLLYWOOD

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

INFLOW/INFILTRATION (I/I) PROGRAM – CURED-IN-PLACE PIPE LINING (Project No. 7103A)

May 2023

CITY OF Hollywood FLORIDA

Prepared by:

ENGINEERING AND CONSTRUCTION SERVICES DIVISION

1621 N 14th Avenue
PO Box 229045
Hollywood, FL 33022-9045

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

CITY OF Hollywood FLORIDA

Invitation for Bids

IFB-001-23-OT

INFLOW/INFILTRATION (I/I) PROGRAM – CURED-IN-PLACE PIPE LINING
ESSD Project No. 7103A

FOR THE

CITY OF HOLLYWOOD, FLORIDA (CITY)

IFB Issue Date:	October 26, 2022
Questions Due Date:	November 22, 2022, at 5p.m. ET
Submittal Due Date:	November 29, 2022, at 3p.m. ET

REV. 6/2022

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

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CITY OF HOLLYWOOD
IFB-001-23-OT
INFLOW/INFILTRATION (I/I) PROGRAM - CURED-IN-PLACE PIPE LINING
Project No. 7103A

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Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION I – INTRODUCTION

1.1 Purpose

The City of Hollywood, Florida (City) is seeking bids from qualified and experienced firms, hereinafter referred to as the Contractor or Bidder, to provide work under this Contract consists of furnishing all labor, materials and equipment to install and replace Cure-In-Place Pipe Lining located in several sanitary sewer basins. This project will contribute to the reduction of inflow and infiltration to the City's sanitary sewer, for the City, in accordance with the terms, conditions, and specifications contained in this solicitation. Responses to this solicitation are due by **November 29, 2022, by 3:00 PM EST**, and will be opened in a virtual public setting on **November 29, 2022, at 3:00PM EST** at **https://cohfl.webex.com/**.

Submittals shall be received electronically through www.OpenGov.com.

Submittals shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval of the City, and in case of default, the City reserves the right to accept or reject any or all bids, to waive irregularities and technicalities, and request new bids/proposals. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the city.

1.2 Pre-bid Conference (Non-Mandatory)

There will be a non-mandatory pre-bid conference for this solicitation. Attendance is strongly recommended for all Contractors to attend the pre-bid conference to receive information that may be critical to their understanding of this project. Meeting date and time will be **Wednesday, November 2, 2022 at 10:00 a.m.** The meeting will be via Webex: https://cohfl.webex.com/cohfl/j.php?MTID=m5401ea9ba26a0fc8cb95633fc114ad18

Please keep in mind that site visits at other times might not be available. It is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.3 OpenGov

The City of Hollywood uses OpenGov (www.opengov.com) to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results and issuing notification of an intended decision.

The City shall not be responsible for a Bidders inability to submit a bid by the bid end date and time for any reason, including issues arising from the use of OpenGov.

1.4 Point of Contact

For information concerning procedures for responding to this solicitation, contact the Point of Contact within the Office of Procurement Services, Otis J. Thomas, Senior Purchasing Agent at othomas@hollywoodfl.org or by phone at (954) 921-3224, or Staci Alli, Office Assistant I at salli@hollywoodfl.org or by phone at 954-921-3222. Such contact is to be for clarification purposes only. All questions must be submitted in writing via OpenGov by **November 22, 2022, by 5:00 PM EST** in order to receive a response.

Project Manager: Donnelly Chin, Department of Public Utilities, email: dchin@hollywoodfl.org or by phone: (954) 921-3930.

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For information concerning technical specifications, please utilize the question / answer feature provided by OpenGov at www.opengov.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of OpenGov Site). Bidders please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in OpenGov shall become part of any contract that is created from this solicitation.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through OpenGov at www.opengov.com.

1.5 Cone of Silence

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and Services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing with the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, go to the City of Hollywood Code of Ordinance online, and view Section 30.15F.

All communications regarding this bid should be sent in writing to the Procurement Services Division as identified in this bid.

END OF SECTION

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Point of Contact utilizing the question / answer feature provided by OpenGov and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by OpenGov and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to OpenGov as a separate addendum to the solicitation. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.2 Dimensions, Quantities and Subsurface Information

Dimensions, quantities, and subsurface information supplied by the City are in no way warranted to indicate true amounts or conditions. Bidders/Contractors shall neither plead misunderstanding or deception nor make claims against the City if the actual amounts, conditions, or dimensions do not conform to those stated. Any "Outside" reports made available by the Engineer are neither guaranteed as to accuracy or completeness, nor a part of the Contract Documents.

2.3 Trench Safety Form

The Trench Safety Form included in the Bid Documents must be completed and signed. Noncompliance with this requirement may invalidate the bid.

2.4 Changes and Alterations

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

2.5 Bidder's Costs

The City shall not be liable for any costs incurred by Bidders in responding to this solicitation.

2.6 Pricing/Delivery

All pricing must include delivery and installation and be quoted FOB: Destination, unless specified otherwise in Section III.

2.7 Price Validity

Prices provided in this solicitation shall be valid for at least One-Hundred and Twenty (120) days from time of solicitation opening unless otherwise extended and agreed upon by the City and Bidder.

2.8 No Exclusive Contract

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.9 Responsive

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

2.10 Responsible

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.11 Minimum Qualifications

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in Section III of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed (if required) to perform such work. Bidder must possess and be able to provide the City with any and all required Federal, State, County and/or municipal licenses, and occupational licenses. Bidder must be able to provide proof of valid licensing for all subcontractors and/or material suppliers hired by the contractor, if requested. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City.

2.12 Award of Contract

Award may be in the aggregate, or by line Item, or by group, whichever is determined to be in the best interest of the City.

The Contract will be awarded only to a Bidder, who in the opinion of the **Engineer**, is fully qualified to undertake the work, quoting the lowest price, for that product/service that will best serve the needs of the City. The City reserves the right before awarding the Contract to require a Bidder to submit such evidence of his qualifications as it may deem necessary and may consider any available evidence of his financial status, technical qualifications, and other qualifications and abilities.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

2.13 Execution Of Contract

The Bidder to whom the Contract is awarded shall, within ten days of the date of award, execute and deliver three (3) copies of the following to the Engineer.

A. The Contract
B. Performance and Payment Bond
C. Evidence of required Insurance
D. Proof of authority to execute the Contract
E. Proof of authority to execute the Bond on behalf of the Awardee
F. List of Subcontractors, estimated Contract Value for each and proof that such subcontractors possess all required Federal, State, County and/or municipality licenses, including but not limited to certified of competency and occupational license

The above documents must be furnished, executed and delivered before the Contract will be executed by the City. The Contract shall not be binding upon the City until it has been executed by the City and a copy of such fully executed Contract is delivered to the Contractor.

2.14 Failure To Execute Contract, Bid Guaranty Forfeited

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Should the Bidder to whom the Contract has been awarded refuse or fail to complete the requirements of Section 2.13 above within ten (10) days after Notice of Award, the additional time in days (including weekends) required to CORRECTLY complete the documents will be deducted, in equal amount, from the Contract Time, or the City may elect to revoke the Award. The Bid Guaranty of any Bidder failing to execute the awarded Contract shall be retained by the City and the Contract awarded as the Commission desires.

2.15 Manufacturer/Brand/Model Specific Request
This is a manufacturer/brand/model specification. No substitutions will be allowed unless specified in Form 3 or Attachment D, – Technical Specifications.

2.16 Permits and Fees Refer to Attachment D – Technical Specifications (Section 01025 Basis of Payment)

2.17 Contract Security
When the awarded bidder delivers the executed contract to the City, it must be accompanied by the required bonds.

2.18 Contract Period
The initial contract term shall commence upon date of award by the City.

2.19 Bid Guaranty
A Bid Guaranty in the form of a Cashier's Check, Certified Check or Bid Bond executed by the Bidder and a qualified Surety in the amount of 5% of the Bid is required for this project.

2.20 Warranties of Usage
Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.21 Rules and Submittals of Bids
The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

2.22 Tie Breaker
In cases where there is a tie for the bid award, the award shall be made by giving preference to the low bidder(s) with the following items (in this order): (1) maintenance of a drug-free workplace in accordance with the requirements of Florida Statutes Section 287.087, (2) local Hollywood vendor preference, (3) closest proximity/location to project site or City Hall, and/or (4) minority-owned or disadvantaged business status. If a tie still exists after the aforementioned tiebreakers are utilized, the Chief Procurement Officer will make a recommendation for award among the tied bidders.

2.23 Conflict of Interests Prohibited
Any respondent submitting a response to this solicitation is responsible for being aware of, and complying with Section 34.02 of the City Code of Ordinances. If you have questions concerning whether you may or may not need to comply with the ordinance, please contact the City of Hollywood, City Clerk's Office at 954-921-3211.

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2.24 Protest Procedure

Any respondent who is not recommended for award of a contract and who alleges a failure by the City to follow the City's Procurement Code or any applicable law may protest to the CPO, by delivering a letter of protest to the CPO in accordance with Section 38.52 of the City's Procurement Code within five days after a notice of intent to award is posted on the City's web site, OpenGov, City Clerk's Office, Open Government, and/or City's Sunshine Board (https://www.hollywoodfl.org/Archive.aspx?AMID=140).

2.25 Insurance Requirements

Contractor shall maintain, at its sole expense, during the term of this agreement the following insurances:

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this bid/proposal. A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered in to pursuant to this bid/proposal. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid/proposal, the successful proposer must submit a signed statement from insurance agency of record that the full policy contains no such exception.

The insurance required by Article 5.6 of the General Conditions shall be as follows:
Any Sub-Contractor used by the contractor shall supply such similar insurance required of the contractor. Such certificates shall name the City of Hollywood as an Additional Insured.

1. **BUILDERS RISK (BR 1) - Installation Floater: (Not Applicable)**

2. Insurance Requirements

1. **BUILDERS RISK (BR 1) - Installation Floater: (Not Applicable)**

2. **GENERAL LIABILITY (GL3):**
Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

$2,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$1,000,000 per Person
$2,000,000 per Occurrence
$100,000 Property Damage

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An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the City.

The City of Hollywood shall be named as Additional Insured on all policies issued to satisfy the above requirements.

3. **GENERAL LIABILITY (GLXCU):**

Recognizing that the work governed by this contract involves either underground exposures, explosive activities, or the possibility of collapse of a structure, the Contractor's General Liability Policy shall include coverage for the XCU (explosion, collapse, and underground) exposures with limits of liability equal to those of the General Liability Insurance policy.

4. **VEHICLE LIABILITY (VL3):**

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired

Vehicles The minimum limits acceptable

shall be:

$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$500,000 per Person
$1,000,000 per Occurrence
$100,000 Property Damage

The City of Hollywood shall be named as Additional Insured on all policies issued to satisfy the above requirements.

5. **WORKERS' COMPENSATION (WC2):**

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

$500,000 Bodily Injury by Accident
$500,000 Bodily Injury by Disease, policy limits
$500,000 Bodily Injury by Disease, each employee

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Coverage shall be maintained throughout the entire term of the contract.

6. **POLLUTION LIABILITY INSURANCE**

The minimum limits of liability shall be:

$1,000,000 per each claim / $2,000,000 aggregate

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of "A" and Class X, as assigned by the A.M. Best Company.

The policy must be endorsed to provide the City with (30) days' notice of cancellation.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self- insurer, the City shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the City.

Any sub-consultant shall supply such similar insurance required of the Consultant. Such certificates shall name the City as additional insured in the general liability and auto liability policies.

2.26 Uncontrollable Circumstances (Force Majeure)

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, acts of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.26.1 The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.26.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and

2.26.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.26.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

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2.27 Supplier Portal (Oracle) Payment Method

The City has implemented software that contains a supplier portal allowing suppliers to submit and update their information via the supplier portal. New suppliers will be required to register; and current suppliers will need to confirm and update their information.

Firms are responsible for ensuring that all contact, payment, and general information is updated at all times, and will not hold the City liable for any inaccurate information.

2.28 Debarred or Suspended Bidders or Proposers

Firm(s) certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any federal, state, county or municipal department or agency.

2.29 Payment and Performance Bond

A Performance Bond and a Payment Bond each equal to 100 percent of the total Bid will be required of the Awardee. The Bond must be written through a company licensed to do business in the State of Florida and be rated at least "A", Class X, in the latest edition of "Best's Key Rating Guide", published by A.M. Best Company. As per Florida Statute Section 255.05, the Contractor shall be required to record the payment and performance bonds in the public records of Broward County

2.30 Public Records

A. Public Records/Trade Secrets/Copyright:

All responses will become the property of the City. The Consultant's response to the solicitation is a public record pursuant to Florida law and is subject to disclosure by the City pursuant to Chapter 119.07, Florida Statutes ("Public Records law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119, Florida Statutes.

Any language contained in the Consultant's response to the solicitation purporting to require confidentiality of any portion of the Consultant's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Consultant submits any documents or other information to the City that the Consultant claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Consultant shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Consultant must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Consultant's response to the solicitation constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Consultant agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

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B. PUBLIC RECORDS GENERAL

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-921-3211), pcerny@hollywoodfl.org, CITY CLERK'S OFFICE, 2600 HOLLYWOOD BLVD, HOLLYWOOD, FLORIDA 33020)

Consultant shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes.

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 this contract if the Consultant does not transfer the records to the City.

4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of this Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. It is solely and exclusively the Contractor's responsibility to familiarize itself with Chapter 119, Florida Statutes, and to ensure compliance with its requirements.

END OF SECTION

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION III - SCOPE OF SERVICES

3.1 Project Description

Work under this Contract consists of furnishing all labor, materials and equipment to install and replace Cure-In-Place Pipe Lining located in several sanitary sewer basins. This project will contribute to the reduction of inflow and infiltration to the City's sanitary sewer.

The Contractor agrees to cooperate and work with other projects in the same construction area.

3.2 Technical Specifications

Refer to Attachment D.

3.3 Contractor Qualifications

The contract will be awarded only to a responsive contractor qualified by experience to do the Work specified. The bidder shall submit, prior to award of contract, satisfactory evidence of his experience in like Work and that he or she is fully prepared with the necessary organization, capital, equipment and machinery to complete the Work to the satisfaction of the City within the time limit stated. In addition to the above, the Contractor shall satisfy the following criteria:

1. The Bidder shall have successfully completed a minimum of three (3) projects demonstrating experience with cured-in-place pipe lining. These projects shall have been performed within the past two (2) years from the date of the Invitation to Bid.

Form 15 – Information Required from Bidders, shall be completed fully and accurately by the Contractor and submitted with the bid. Information included on the questionnaire will be used in evaluating the qualifications of the Contractor. The City reserves the right to request additional information not identified on the questionnaire.

3.4 Subcontractors

For the City to be assured that only competent and qualified subcontractors will be employed on this project, each Bidder shall submit in the bid a list of the subcontractors performing work on this project. This subcontractors list shall include each firm's name, address, telephone number, contact person and work to be performed. Subcontractors shall be properly registered or licensed with the State of Florida, Broward County and the City of Hollywood. Subcontractors shall, in the City's opinion, be qualified both technically and financially to perform the work.

The City reserves the right to reject any subcontractor who is deemed by the City to be unacceptable technically or financially, or has previously performed work which the City believes to be unsatisfactory. No change may be made to this list of subcontractors by the Contractor, before or after contract award, without the express written consent of the City.

If, prior to award, the City rejects any subcontractor, the Contractor shall be afforded the opportunity to submit qualifications for an alternate subcontractor with no attendant increase in the base lump sum bid amount, adjustment of contract time or alteration of the bid documents. Such qualifications will be due within ten (10) days of receipt of notification of subcontractor rejection. Failure to submit an acceptable alternate subcontractor may result in rejection of the bid. In this event, the bid bond shall be returned to Contractor without claim by the City and with forfeiture of all claim rights by the Contractor.

3.5 Deliverables and Objectives

Refer to Attachment B General Conditions, Attachment C Supplementary General Conditions, and Attachment D Technical Specifications.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

3.6 **Project Schedule / Timeline**
Refer to Attachment C, Supplementary conditions, Section 1, Project Schedule.

3.7 **Questions**
Refer to Form 15, Information Required from Bidders.

3.8 **Substantial Completion**
Refer to Attachment C, Supplementary conditions, Section 1, Project Schedule.

END OF SECTION

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION IV – GENERAL TERMS AND CONDITIONS

1.1 INTENT

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of Work specified in the Bid Solicitation are encouraged to submit bids. To receive notification and to be eligible to bid vendor should be registered with OpenGov. Vendors may register with the OpenGov (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded vendor must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a vendor, please visit our website at hollywoodfl.org to download an application and submit it to Procurement Services Division.

It is the intent of the City of Hollywood, FL ("the City"), through this solicitation and the contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the agreement resulting from this solicitation.

Before submitting a bid, the Vendor shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the bid/proposal submission date. Such addenda shall form a part of the SOLICITATION and shall be made a part of the contract. It shall be the Vendor's responsibility to ascertain that the bid/proposal includes all addenda issued prior to the bid/proposal submission date. Addenda will be posted on the City's internet site along with the SOLICITATION.

The terms of the SOLICITATION and the selected Vendor's bid and any additional documentation (e.g. questions and answers) provided by the Vendor during the solicitation process will be integrated into the final contract for services entered into between the City and the selected Vendor. The Vendor shall determine, by personal examination and by such other means as may be preferred, the conditions and requirements under which the agreement must be performed.

1.2 PROPOSER'S RESPONSIBILITIES

Proposers are required to submit their bids upon the following express conditions:

A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.

B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or services as required by the SOLICITATION conditions. No plea of ignorance, by the proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the proposer.

C. Proposers are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable County Ordinances, State Statutes and Federal Statutes.

1.3 PREPARATION OF BIDS/PROPOSALS

Bids/proposals shall be prepared in accordance with the bid/proposal response format. Bids/proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis. Each proposer, by making a bid/proposal, represents that this document has been read and is fully understood.

Bids/proposals will be prepared in accordance with the following:

A. The City's enclosed bid/proposal Forms, in their entirety, are to be used in submitting your bid/proposal. NO OTHER FORM WILL BE ACCEPTED.

B. All information required by the bid/proposal form shall be furnished. The proposer shall sign each continuation sheet (where indicated) on which an entry is made.

C. Prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

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The City of Hollywood is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the SOLICITATION. However, this exemption does not apply to suppliers to the City in their (supplier) purchases of goods or services, used in work or goods supplied to the City. Proposers are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

1.4 DESCRIPTION OF SUPPLIES (As Applicable)

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

Proposers must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the bid/proposal, it shall be construed that the bid/proposal fully complies with the Specifications, Terms and Conditions.

Proposers are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

Proposers will submit, with their bid/proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are proposing.

The City shall be the sole judge of equality and its decision shall be final.

1.5 ADDENDA

The Procurement Services Division may issue an addendum in response to any inquiry received, prior to bid/proposal opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Proposer should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addendum, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documents. Proposer(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their bid/proposal. Failure to include signed formal addenda in its bid/proposal shall cause the City to deem the bid/proposal non-responsive provided, however, that the City may waive this requirement in its best interest.

1.6 REJECTION OF BIDS/PROPOSALS

To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all bids/proposals, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional bids/proposals. Bids/proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

The City also reserves the right to waive minor technical defects in a bid/proposal. The City reserves the right to determine, in its sole discretion, whether any aspect of a bid/proposal satisfies the criteria established in this Solicitation.

The City reserves the right to reject, in whole or in part, the bid/proposal of any Proposer if the City believes that it would not be in the best interest of the City to make an award to that Proposer, whether because the bid/proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criterion established by City.

The foregoing reasons for rejection of bids/proposals are not intended to be exhaustive.

The City may reject a bid/proposal if:

A. The Proposer fails to acknowledge receipt of an addendum, or if

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B. The Proposer misstates or conceals any material fact in the bid/proposal, or if

C. The bid/proposal does not strictly conform to the law or requirements of the SOLICITATION, or if

D. The City is under a pre- lawsuit claim or current litigation with the proposer.

Additionally, any one of the following causes (not limited to) may be considered as sufficient justification to disqualify a Bidder and reject his/her Bid:

A. Submission of more than one Bid for the same work by an individual, firm, partnership or corporation under the same or different names.
B. Evidence of collusion.
C. Previous participation in collusive Bidding on work for the City of Hollywood, Florida.
D. Submission of an unbalanced Bid in which the prices Bid for some items are out of proportion to the prices Bid for other items.
E. Lack of competency. The Engineer may declare any Bidder ineligible, at any time during the process or receiving Bids or awarding the Contract, if developments arise which, in his opinion, adversely affects the Bidder's responsibility. The Bidder will be given an opportunity, by the Engineer, to present additional evidence before final action is taken.
F. Lack of responsibility as shown by past work judged by the Engineer from the standpoint of workmanship and progress.
G. Uncompleted work for which the Bidder is committed by Contract, which is in the judgment of the Engineer, might hinder or prevent the prompt completion of work under this Contract

The City may reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in herein.

1.7 WITHDRAWAL OF BIDS

A. Bids may not be withdrawn and shall be deemed enforceable for a period of 180 days after the time set for the SOLICITATION opening.

B. Bids may be withdrawn prior to the time set for the SOLICITATION opening. Such request must be in writing.

C. The City will permanently retain as liquidated damages and the bid deposit furnished by any Bidder who requests to withdraw a bid after the SOLICITATION opening.

1.8 BIDS TO REMAIN OPEN

All bids shall remain open for 180 calendar days after the day of the bid opening, but the City may, at its sole discretion, release any bid and return the bid Security prior to that date.

Extensions of time when bids shall remain open beyond the 180 day period may be made only by mutual written agreement between the City, the successful Bidder and the surety, if any, for the successful Bidder.

1.9 LATE BIDS OR MODIFICATIONS

Only bids received as of the opening date and time will be considered timely. Bids and modifications received after the time set for the opening will be returned un-opened to the sender and rejected as late.

1.10 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the SOLICITATION Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the SOLICITATION Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.11 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

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If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other SOLICITATION documents or any part thereof, they may submit requests for clarification to the Procurement Services Division on or before the date specified for a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the SOLICITATION, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving a Solicitation. The City will not be responsible for any other explanation or interpretation of the SOLICITATION given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this SOLICITATION must be filed in writing with the Chief Procurement Officer on or before the date specified for a request for clarification.

1.12 COMPETENCY OF PROPOSERS

Pre-award inspection of the Bidder's facility may be made prior to the award of a contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this SOLICITATION(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a proposer, including past performance (experience) in making the award in the best interest of the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this SOLICITATION or otherwise.

1.13 QUALIFICATIONS OF PROPOSERS

No Bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the City upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.

As part of the bid evaluation process, City may conduct a background investigation including a record check by the Hollywood Police Department. Proposer's submission of a bid constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining a Bidder's qualifications.

1.14 CONSIDERATION OF BIDS

In cases where an item requested is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Vendor proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is pre-approved by the City.

References to any of the above are intended to be descriptive but not restrictive and only indicate articles that will be satisfactory. A bid of an "equal" will be considered, provided that the Vendor states in his bid exactly what he proposes to furnish, including sample, illustration, or other descriptive matter which will clearly indicate the character of the article covered by such bid. The designated City representative hereby reserves the right to approve as an "equal", or to reject as not being an "equal", any article proposed which contains major or minor variations from specifications requirements.

1.15 AWARD OF CONTRACT

If the Contract is to be awarded, it will be awarded, after evaluation by the City, to the responsible and responsive Proposer whom the City determines will be in the best interests of the City and not necessarily to the lowest cost Proposer. Proposers may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to either the City Manager or his/her designee or to the City Commission, in accordance with the applicable City of Hollywood Code of Ordinances, and will make the final ranking for the purposes of negotiating a contract with the top ranked firm. The successful Proposer shall be required to sign a negotiated contract; the refusal or failure of a successful Proposer to execute a contract which contains the mandatory material terms and conditions contained in the SOLICITATION, shall be grounds for deeming the Proposer and/or the Proposer's bid/proposal non-responsive.

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If applicable, the Proposer to whom award is made shall execute a written contract prior to award by the City Commission. If the Proposer to whom the first award is made fails to enter into a contract as herein provided, the Contract may be let to the next highest ranked Proposer who is responsible and responsive in the opinion of the City.

1.16 BASIS FOR AWARD, EVALUATION CRITERIA AND QUESTIONS

The qualification of bid/proposal responders on this project will be considered in making the award. The City is not obligated to accept any bid/proposal if deemed not in the best interest of the City to do so. The City shall make award to a qualified proposer based on fees submitted and responses to this SOLICITATION.

Failure to include in the bid all information outlined herein may be cause for rejection of the bid.

The City reserves the right to accept or reject any and all bids, in whole or in part, as determined to be in the best interest of the City in its sole discretion.

The City reserves the right to waive any informalities or irregularities in bids.

The City reserves the right to negotiate separately the terms and conditions or all or any part of the bids as deemed to be in the City's best interest in its sole discretion.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the City, shall be utilized in the final award. The final award of a contract is subject to approval by the City Commission.

1.17 AGREEMENT

An agreement shall be sent to the awarded proposer to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded proposer.

1.18 NOTICE TO PROCEED

A signed purchase order, blanket purchase order or fully executed agreement will be the Proposer's authorization to proceed and may substitute for a "Notice to Proceed" form.

1.19 BID PROTESTS

The City shall provide notice of its intent to award or reject to all Proposers by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective proposer who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Director of Procurement Services. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Procurement Services Division. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award.

The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.

A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

Upon receipt of a formal written protest, the City shall stop award proceedings until resolution of the protest; unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall thereupon review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a

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summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit,

The Director shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protester and any other interested party, and the process leading to the award shall proceed.

1.20 REQUIREMENTS FOR SIGNING BIDS/PROPOSALS

Requirements for Signing Bid/Proposal:

A. The bid/proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the bid/proposal. In cases where the bid/proposal is signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the bid/proposal.

B. Bids/proposals by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

C. Bids/proposals by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

D. All manual signatures must have the name typed directly under the line of the signature

E. The above requirements apply to all SOLICITATION addenda.

1.21 EXAMINATION OF BID DOCUMENTS

Before submitting a bid, each Bidder must: examine the bid Documents thoroughly; consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; study and carefully correlate Proposer's observations with the bid Documents, and notify the City's agent of all conflicts, errors and discrepancies in the bid Documents.

The submission of a bid/proposal will constitute an incontrovertible representation by the Bidder, that the Bidder has complied with every requirement of this SOLICITATION, that without exception, the bid is premised upon performing the services and/or furnishing the commodities and materials in accordance with such means, methods, techniques, sequences or procedures as may be indicated in or required by the bid/proposal Documents, and that the bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

1.22 PUBLIC RECORDS LAW

If applicable, for each public agency contract for services, the Proposer is required to comply with F.S. 119.0701, which includes the following:

A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in F.S. Chapter 119 or as otherwise provided by law.

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C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids become subject to the public records disclosure requirements of F.S. Chapter 119, notwithstanding a proposers' request to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after the bid/proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City may be confidential and exempt from disclosure.

Data processing software obtained under a licensing agreement which prohibits its disclosure may also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of SOLICITATION submittals will be available for public inspection after opening of SOLICITATION in compliance with Chapter 119 of the Florida Statutes. The proposer shall not, unless required as part of this SOLICITATION, submit any information in response to this invitation which the proposer considers to be a trade secret, proprietary or confidential. The submission, not required as part of this this SOLICITATION, of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer.

1.23 INFORMATION

For information concerning procedure for responding to this Solicitation (SOLICITATION), contact the Point of Contact in the Section 1.4. Such contact shall be for clarification purposes only. **It is preferred that all other questions be submitted in writing via OpenGov at least 10 calendar days prior to the bid/proposal due/opening date.**

1.24 N/A – INTENTIONALLY OMITTED

1.25 MODIFICATION AND WITHDRAWAL OF BIDS/PROPOSALS

Bids must be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted at any time prior to the deadline for submitting bids. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a bid will not prejudice the rights of a Bidder to submit a new bid prior to the bid date and time. Except where provided in the following paragraph no bid may be withdrawn or modified after expiration of the period for receiving bids.

If, within twenty-four (24) hours after bids are opened, any Bidder files a duly signed written notice with the City and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of the City by clear and convincing evidence that there was a material and substantial mistake in the preparation of its bid, or that the mistake is clearly evident on the face of the bid but the intended correct bid is not similarly evident, then the Bidder may withdraw its bid and the bid Security will be returned.

1.26 N/A – INTENTIONALLY OMITTED

1.27 OPEN END CONTRACT

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The City reserves the right to issue purchase orders as and when required, or a blanket purchase order and release partial quantities as and when required or any combination of the preceding.

ORDERING: The CITY reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent

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delivery is required within a period shorter than the delivery time specified in the contract, and if the seller is unable to comply therewith, the City reserves the right to obtain such delivery from others without penalty or prejudice to the City or to the Bidder.

1.28 AUDIT RIGHTS

The City reserves the right to audit the records of the successful Bidder for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by the City. If required by the City, the successful Bidder agrees to submit to an audit by an independent certified public accountant selected by the City. The successful Bidder shall allow the City to inspect, examine and review the records of the successful Bidder in relation to this contract at any and all times during normal business hours during the term of the Contract.

1.29 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

The Bidder shall comply with all local, state and federal directives, orders and laws as applicable to this SOLICITATION and subsequent contract(s) including, but not limited to:

A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.

B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a proposer commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.

D. This Section applies only to any contract for goods or services of $1 million or more: The Proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Proposer is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.30 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.31 DEBARRED OR SUSPENDED BIDDERS

The bidder certifies, by submission of a response to this solicitation, that neither it nor its principals and sub bidder are presently debarred or suspended by any Federal department or agency.

1.32 COLLUSION

More than one bid/proposal received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one bid for the same work will cause the rejection of such bid which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidder, the bids of participants in such collusion will not be considered.

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1.33 COPELAND "ANTI-KICKBACK"

The Bidder and all sub bidders will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

1.34 FORCE MAJEURE

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the City or Bidder hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due the Bidder for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate this Agreement.

1.35 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid 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 Bidder, supplier, sub bidder, 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 Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.36 DRUG-FREE WORKPLACE PROGRAM

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.

1.37 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Bidder shall sign and submit the attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees and candidates. Failure to submit the signed form will result in your bid being declared non-responsive; provided, however, that a responsible Bidder whose bid would be responsive but for the failure to submit the signed form in its bid may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

1.38 CONFLICT OF INTEREST

The Bidder represents that:

No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

There are no undisclosed persons or entities interested with the Proposer in this Agreement. This Agreement is entered into by the Proposer without any connection with any other entity or person making a bid Bidder for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Bidder directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

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2. Is an employee, agent, advisor, or consultant to the Proposer or to the best of the Proposer's knowledge, any sub bidder or supplier to the Bidder.

Neither the Bidder nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Bidder shall have an interest which is in conflict with the Bidder's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Bidder provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

In the event the Bidder has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Bidder shall promptly bring such information to the attention of the City's ENGINEER. The Bidder shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the Bidder receives from the ENGINEER in regard to remedying the situation.

1.39 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for 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 award or perform work as a proposer, supplier, sub bidder, or consultant under contract with any public entity, and may not transact business with any public entity.

1.40 ADVICE OF OMISSION OR MISSTATEMENT

In the event it is evident to a Vendor responding to this SOLICITATION that the City has omitted or misstated a material requirement to this SOLICITATION and/or the services required by this SOLICITATION, the responding Vendor shall advise the contact identified in the SOLICITATION Clarifications and Questions section above of such omission or misstatement.

1.41 CONFIDENTIAL INFORMATION

Information contained in the Vendor's bid that is company confidential must be clearly identified in the bid/proposal itself. The City will be free to use all information in the Vendor's bid for the City's purposes, in accordance with State Law. Vendor bids shall remain confidential for 30 days or until a notice of intent to award is posted, which is sooner. The Vendor understands that any material supplied to the City may be subject to public disclosure under the Public Records Law.

1.42 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. This shall apply notwithstanding such factors which include, but are not limited to, the place where the contract is entered into, the place where the accident occurs and not withstanding application of conflicts of law principles.

1.43 LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.44 SOVEREIGN IMMUNITY

Nothing in this agreement shall be interpreted or construed to mean that the city waives its common law sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statute.

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1.45 SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Proposer and the City under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.46 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the City of Hollywood and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense, which the City of Hollywood, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded Bidder or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded Bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded Bidder shall cover the City of Hollywood, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in the performance of the contract.

1.47 PATENT AND COPYRIGHT INDEMNIFICATION

The Bidder warrants that all deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

The Bidder shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the work, or the City's continued use of the deliverables furnished hereunder. Accordingly, the Bidder, at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

In the event any deliverable or anything provided to the City hereunder, or a portion thereof, is held to constitute an infringement and its use is or may be enjoined, the Bidder shall have the obligation, at the City's option, to (i) modify, or require that the applicable sub bidder or supplier modify, the alleged infringing item(s) at the Bidder's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Bidder 's expense, the rights provided under this Agreement to use the item(s).

The Bidder shall be solely responsible for determining and informing the City whether a prospective supplier or sub bidder is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Bidder shall enter into agreements with all suppliers and sub bidder at the Bidder 's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the work or be unlawful.

The Bidder shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the work.

1.48 ADVERTISING

Vendor shall not advertise or publish the fact that the City has placed this order without prior written consent from the City, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

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1.49 DISCLAIMER

The Hollywood may, in its sole discretion, accept or reject, in whole or in part, for any reason whatsoever any or all bids; re-advertise this SOLICITATION, postpone or cancel at any time this SOLICITATION process; or, waive any formalities of or irregularities in the bid process. Bids that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all bids are analyzed, organization(s) submitting bid that appear, solely in the opinion of the City of Hollywood, to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City of Hollywood. The selection by the City of Hollywood shall be based on the bid, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City of Hollywood. The issuance of this SOLICITATION constitutes only an invitation to make a bid to the City of Hollywood. The City of Hollywood reserves the right to determine, in its sole discretion, whether any aspect of the bid satisfies the criteria established by the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this bid or otherwise.

1.50 TRADEMARKS

The City warrants that all trademarks the City requests the Vendor to affix to articles purchased are those owned by the City and it is understood that the Vendor shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the City.

1.51 RIGHT TO REQUEST ADDITIONAL INFORMATION

The City reserves the right to request any additional information that might be deemed necessary during the evaluation process.

1.52 BID PREPARATION COSTS

The Vendor is responsible for any and all costs incurred by the Vendor or his/her sub bidders in responding to this solicitation.

1.53 DESIGN COSTS (N/A)

1.54 ADDITIONAL CHARGES

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training and Vendor travel charges.

1.55 RIGHTS TO PERTINENT MATERIALS

All responses, inquires, and correspondence relating to this SOLICITATION and all reports, charts, displays, schedules, exhibits and other documentation produced by the Vendor that are submitted as part of the bid shall become the property of the City upon receipt, a part of a public record upon opening, and will not be returned.

1.56 INSURANCE REQUIREMENTS

See insurance requirements in the main solicitation document.

1.57 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

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The Bidder shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the services performed hereunder.

The Bidder acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all work and services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Bidder shall perform the same as though they were specifically mentioned, described and delineated.

The Bidder shall furnish all labor, materials, tools, supplies, and other items required to perform the work and services that are necessary for the completion of this Contract. All work and services shall be accomplished at the direction of and to the satisfaction of the City's ENGINEER.

The Bidder acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Proposer agrees to provide input on policy issues in the form of recommendations.

The Bidder agrees to implement any and all changes in providing services hereunder as a result of a policy change implemented by the City. The Bidder agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes

1.58 AUTHORITY OF THE CITY'S ENGINEER

The Bidder hereby acknowledges that the City's ENGINEER will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Bid; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

The Bidder shall be bound by all determinations or orders and shall promptly obey and follow every order of the ENGINEER, including the withdrawal or modification of any previous order and regardless of whether the Bidder agrees with the ENGINEER's determination or order. Where orders are given orally, they will be issued in writing by the ENGINEER as soon thereafter as is practicable.

The Bidder must, in the final instance, seek to resolve every difference concerning the Agreement with the ENGINEER. In the event that the ENGINEER and the Bidder are unable to resolve their difference, the Bidder may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the ENGINEER or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on the parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether the Bidder's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Bidder to the City Manager for a decision, together with all pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Bidder. Except as such remedies may be limited or waived elsewhere in the Agreement, the Bidder reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

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1.59 MUTUAL OBLIGATIONS

This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereof unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where this Agreement imposes an indemnity or defense obligation on the Bidder, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Bidder fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Bidder.

1.60 SUBCONTRACTUAL RELATIONS

If the Bidder will cause any part of this Agreement to be performed by a sub bidder, the provisions of this Contract will apply to such sub bidder and its officers, agents and employees in all respects as if it and they were employees of the Proposer; and the Proposer will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the sub bidder, its officers, agents, and employees, as if they were employees of the Proposer. The services performed by the sub bidder will be subject to the provisions hereof as if performed directly by the Bidder.

The Bidder, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed sub bidder, the portion of the services which the sub bidder is to do, the place of business of such sub bidder, and such other information as the City may require. The City will have the right to require the Bidder not to award any subcontract to a person, firm or corporation disapproved by the City.

Before entering into any subcontract hereunder, the Bidder will inform the sub bidder fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the services to be performed. Such services performed by such sub bidder will strictly comply with the requirements of this Contract.

In order to qualify as a sub bidder satisfactory to the City, in addition to the other requirements herein provided, the sub bidder must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the services in a satisfactory manner. To be considered skilled and experienced, the sub bidder must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which are required to be performed under this Agreement.

The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Bidder's obligations under this Agreement. All sub bidder are required to protect the confidentiality of the City and City's proprietary and confidential information. The Bidder shall furnish to the City copies of all subcontracts between the Bidder and sub bidder and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the sub bidder of its obligations under the subcontract, in the event the City finds the Bidder in breach of its obligations, and the option to pay the sub bidder directly for the performance by such sub bidder. The foregoing shall neither convey nor imply any obligation or liability on the part of the City to any sub bidder hereunder as more fully described herein.

1.61 PROMPT PAYMENT: LATE PAYMENTS BY BIDDER TO SUB BIDDER AND MATERIAL SUPPLIERS; PENALTY:

When a Bidder receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the proposer shall pay such moneys received to each sub bidder and material supplier in proportion to the percentage of work completed by each sub bidder and material supplier at the time of receipt. If the Bidder receives less than full payment, then the proposer shall be required to disburse only the funds received on a pro rata basis to the sub bidder and materials Suppliers, each receiving a prorated portion based on the amount due on the payment. If the proposer without reasonable cause fails to make payments required by this section to sub bidder and material suppliers within fifteen (15) working days after the receipt by the Bidder of full or partial payment, the proposer shall pay to the sub bidder and material suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the sub bidder or material

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supplier whose work has been completed, even if the prime contract has not been completed. The Bidder shall include the above obligation in each subcontract it signs with a sub bidder or material suppler.

1.62 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Bidder may be subject to debarment for failure to perform and any other reasons related to the Bidder's breach or failure of satisfactory performance.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Bidder and in such event:

The Bidder shall, upon receipt of such notice, unless otherwise directed by the City:

1. Stop work on the date specified in the notice ("the Effective Termination Date");

2. Take such action as may be necessary for the protection and preservation of the City's materials and property;

3. Cancel orders;

4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the services;

5. Take no action which will increase the amounts payable by the City under this Agreement.

In the event that the City exercises its right to terminate this Agreement pursuant to this Article, the Bidder will be compensated as stated in the payment articles herein, for the:

1. Portion of the services completed in accordance with the Agreement up to the Effective Termination Date; and

2. Non-cancelable deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the services.

All compensation pursuant to this Article is subject to audit.

1.63 EVENT OF DEFAULT

An Event of Default shall mean a breach of this Agreement by the Bidder. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Bidder has not delivered deliverables on a timely basis;

2. The Bidder has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;

3. The Bidder has failed to make prompt payment to sub bidder or suppliers for any services;

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4. The Bidder has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Bidder 's creditors, or the Bidder has taken advantage of any insolvency statute or debtor/creditor law or if the Bidder 's affairs have been put in the hands of a receiver;

5. The Bidder has failed to obtain the approval of the City where required by this Agreement;

6. The Bidder has failed to provide "adequate assurances" as required under subsection "B" below; and

7. The Bidder has failed in the representation of any warranties stated herein.

When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Proposer's ability to perform the services or any portion thereof, the City may request that the Proposer, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Proposer's ability to perform in accordance with terms of this Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Proposer for portions of the services which the Proposer has not performed. In the event that the Proposer fails to provide to the City the requested assurances within the prescribed time frame, the City may:

1. Treat such failure as a repudiation of this Agreement;

2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the services or any part thereof either by itself or through others.

In the event the City shall terminate this Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.64 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Proposer shall be liable for all damages resulting from the default, including but not limited to:

A. Lost revenues;

B. The difference between the cost associated with procuring services hereunder and the amount actually expended by the City for procurement of services, including procurement and administrative costs; and,

C. Such other damages that the City may suffer.

The Proposer shall also remain liable for any liabilities and claims related to the Proposer's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

1.65 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Proposer has with the City, the Proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

1.66 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Proposer is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, **unless otherwise authorized by law.**

1.67 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Proposers, which are signed by a person designated as authorized to bind the Proposer, will be recognized by the City as duly authorized expressions on behalf of the Proposer.

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1.68 E-VERIFY

Proposer acknowledges that the City may be utilizing the Proposer's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. The Proposer shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Proposer during the Agreement term. The Proposer is also responsible for e-verifying its bidders, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. The Proposer acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

1.69 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Proposer shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.70 COST ADJUSTMENTS (As Applicable)

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year than in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Proposer a reduction in costs that reflects such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Proposer.

1.71 OSHA STANDARDS

Proposer acknowledges and agrees that as Contractor for the City of Hollywood, Florida, within the limits of the City of Hollywood, Florida, will have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agrees to defend, indemnify and hold harmless the City of Hollywood, Florida, its officials, employees, service providers, and its agents against any and all legal liability or loss the City of Hollywood, Florida may incur due to the Contractor's failure to comply with such act.

END OF SECTION

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FORM 1

SUBMITTAL CHECKLIST FORM

The items below are required components of your solicitation response in order for your bid/proposal/submittal to be consider responsive and responsible. Please complete and submit this submittal checklist form as the cover page of your submittal with all of the items below in the order listed.

Please indicated Yes or No in the "Submitted (Yes/No)" column below to indicated which required components were provided with your submittal.

Submitted (Yes/No)	Required Bid Components
	This Submittal Checklist Form completed and included as the cover page of your submittal.
	A Table of Contents that clearly identifies each section and page number of your submittal.
	Information and/or documentation that addresses and/or meets the requirements outlined in Section III – Scope of Work/Services, including any procedural or technical enhancements/innovations which do not materially deviate from the objectives or required content of the Scope of Work/Services.
	Forms (Completed) Form 1 Submittal Checklist Form* Form 2 Acknowledgement and Signature Page Form 3 Bid Form* Form 4 Vendor Reference Form* Form 5 Hold Harmless and Indemnity Clause Form 6 Non-Collusion Affidavit Form 7 Sworn Statement…Public Entity Crimes Form 8 Certifications Regarding Debarment… Form 9 Drug-Free Workplace Program Form 10 Solicitation, Giving, and Acceptance… Form 11 W-9 (Request for Taxpayer Identification) Form 12 Trench Safety Form Form 13 Bid Guaranty Form Form 14 List of Subcontractors
	Certificate(s) of insurance that meet the requirements of Section 2.17
	Proof of State of Florida Sunbiz Registration

This checklist is only a guide, please read the entire solicitation to ensure that your submission includes all required information and documentation.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

FORM 2

ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): Inliner Solutions, LLC

If Corporation - Date Incorporated/Organized: May 2002

Federal Tax Identification Number: 01-0684682

State Incorporated/Organized: Indiana

Company Operating Address: 2531 Jewett Lane

City: Sanford State: FL Zip Code: 32771

Remittance Address (if different from ordering address):

City: State: Zip Code:

Company Contact Person: Daniel Banken

Email Address: daniel.banken@gcinc.com

Phone Number (include area code): 407.472.0014

Fax Number (include area code): 407.472.0097

Company's Internet Web Address: na

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

Bidder/Proposer's Authorized Representative's Signature: Date: 11/29/2022

Type or Print Name: Daniel Banekn, Area Director

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITSOFFER.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SUBMISSION

How to submit bids/proposals: Vendor's solicitation response may be submitted electronically through OpenGov, the City's designated electronic bidding system, or by mail or hand delivery to the address noted above. It is the Vendor's sole responsibility to assure its response is submitted and received by the date and time specified in the solicitation. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is OpenGov's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

Important Notice:

The Procurement Services Division shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and bidders relying on other information do so at their own risk.

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Inliner Solutions, LLC

Item No.	Description	Quantity	Unit	Unit Price	Total
1	Install CIP liner, 6-inch diameter gravity mains and reinstate laterals (up to 8 feet in depth)	1,000	L.F.	$46.00	$46,000.00
2	Install CIP liner, 8-inch diameter gravity mains and reinstate laterals (up to 8 feet in depth)	12,000	L.F.	$47.00	$564,000.00
3	Install CIP liner, 8-inch diameter gravity mains and reinstate laterals (8 to 12 feet in depth)	4,000	L.F.	$46.00	$184,000.00
4	Install CIP liner, 8-inch diameter gravity mains and reinstate laterals (12 to 16 feet in depth)	4,000	L.F.	$46.00	$184,000.00
5	Install CIP liner, 10-inch diameter gravity mains and reinstate laterals (up to 8 feet in depth)	2,000	L.F.	$51.00	$102,000.00
6	Install CIP liner, 10-inch diameter gravity mains and reinstate laterals (8 to 12 feet in depth)	2,000	L.F.	$51.00	$102,000.00
7	Install CIP liner, 10-inch diameter gravity mains and reinstate laterals (12 to 16 feet in depth)	2,000	L.F.	$51.00	$102,000.00
8	Install CIP liner, 12-inch diameter gravity mains and reinstate laterals (Up to 8 feet in depth)	2,000	L.F.	$55.00	$110,000.00
9	Install CIP liner, 12-inch diameter gravity mains and reinstate laterals (8 to 12 feet in depth)	2,000	L.F.	$59.00	$118,000.00
10	Install CIP liner, 12-inch diameter gravity mains and reinstate laterals (12 to 16 feet in depth)	2,000	L.F.	$59.00	$118,000.00
11	Install CIP liner, 15-inch diameter gravity mains and reinstate laterals(up to 12 feet in depth)	4,500	L.F.	$74.00	$333,000.00
12	Install CIP liner, 15-inch diameter gravity mains and reinstate laterals(12 to 16 feet in depth)	4,500	L.F.	$74.00	$333,000.00
13	Install CIP liner, 18-inch diameter gravity mains and reinstate laterals(up to 12 feet in depth)	1,000	L.F.	$86.00	$86,000.00
14	Install CIP liner, 18-inch diameter gravity mains and reinstate laterals(12 to 16 feet in depth)	1,000	L.F.	$91.00	$91,000.00
15	Install CIP liner, 24-inch diameter gravity mains and reinstate laterals (up to 12 feet in depth)	1,500	L.F.	$133.00	$199,500.00
16	Install CIP liner, 24-inch diameter gravity mains and reinstate laterals (12 to 16 feet in depth)	1,500	L.F.	$142.00	$213,000.00
17	Grout lateral annular space	15	E.A.	$407.00	$6,105.00
18	Recut lateral insufficiently reinstated by others	10	E.A.	$827.00	$8,270.00
19	Grout annular space following recut of lateral insufficiently reinstated by others	10	E.A.	$407.00	$4,070.00
20	Install T-liner in 8-inch to 12-inch mains with 4-inch to 6-inch laterals., all depths (includes 25 feet of lateral)	10	E.A.	$4,821.00	$48,210.00
21	Install T-liner in 15-inch to 18-inch mains with 4-inch to 8-inch laterals., all depths (includes 25 feet of lateral)	10	E.A.	$6,826.00	$68,260.00

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

22	Install T-Liner in 4 inch to 6 inch laterals, all depths (per linear foot beyond 25 feet of laterals)	50	L.F.	$110.00	$5,500.00
23	Transitional liner 6-inch to 4-inch	10	E.A.	$871.00	$8,710.00
24	Sewer main cleaning and TV inspection (6-inch through 12-inch)	40,000	L.F.	$5.00	$200,000.00
25	Sewer main cleaning and TV inspection (15 inch through 24-inch)	20,000	L.F.	$6.00	$120,000.00
26	Sewer lateral cleaning and TV inspection from main (up to 30 feet)	10	E.A.	$378.00	$3,780.00
27	Sewer lateral cleaning and TV inspection from cleanout (up to 30 feet)	10	E.A.	$320.00	$3,200.00
28	Mechanical root or grease removal (12-inch and smaller)	1,000	L.F.	$9.00	$9,000.00
29	Mechanical tuberculation/concrete removal (12-inch and smaller)	2,000	L.F.	$76.00	$152,000.00
30	Protruding service connection removal by internal means	10	E.A.	$1,354.00	$13,540.00
31	Cleanout installation in grass area (up to 5 feet in depth)	5	E.A.	$2,614.00	$13,070.00
32	Cleanout installation in asphalt area (up to 5 feet in depth)	5	E.A.	$2,730.00	$13,650.00
33	Cleanout installation in concrete area (up to 5 feet in depth)	5	E.A.	$2,846.00	$14,230.00
34	Cleanout installation (open trench)	5	E.A.	$5,112.00	$25,560.00
35	Work in rear-yard easement (where required for items 1 through 13)	20	E.A.	$39.00	$780.00
36	Bypass pumping (6- inch through 12-inch sewer)	10	DAY	$116.00	$1,160.00
37	Bypass pumping (15- inch through 24-inch sewer)	25	DAY	$581.00	$14,525.00
38	Roadway replacement with 2-inch asphalt (two 1-inch lifts)	6,000	S.Y.	$70.00	$420,000.00
39	Asphalt pavement overlay (1-inch thick)	2,500	S.F.	$12.00	$30,000.00
40	Limerock base (up to 12-inch thick)	1,000	C.Y.	$17.00	$17,000.00
41	Concrete sidewalk replacement (4 inch thick)	200	S.F.	$21.00	$4,200.00
42	Concrete curb and gutter replacement	100	L.F.	$52.00	$5,200.00
43	Asphalt driveway replacement	200	S.F.	$12.00	$2,400.00
44	Concrete driveway replacement (6 inch thick)	200	S.F.	$17.00	$3,400.00
45	Sod replacement (Type: St. Augustine)	2,500	S.F.	$6.00	$15,000.00
46	Traffic control - flagman, each	80	HOUR	$94.00	$7,520.00
47	Traffic control - arrow board, each	50	DAY	$754.00	$37,700.00
48	Traffic control - barricade, each	400	DAY	$15.00	$6,000.00
49	Work in rear-yard easement (where required for items 33 through 34)	15	E.A.	$523.00	$7,845.00
50	Expedited mobilization	1	E.A.	$5,644.00	$5,644.00
51	Undefined Allowance, cost allowance for work as directed by Engineer and upon authorization by the City of Hollywood Director of Public Utilities due to undefined conditions.	1	L.S.	$200,000.00	$200,000.00
52	Crew hourly rate to address utility conflicts	160	HR	$705.00	$112,800.00
53	Indemnification	1	L.S.	$10.00	$10.00
GRAND TOTAL BID PRICE					$4,493,929.00

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

FORM 4
VENDOR REFERENCE FORM

City of Hollywood Solicitation #: IFB-001-23 OT INFLOW/INFILTRATION (I/I) PROGRAM – CURED-IN-PLACE PIPE LINING ECSD Project No. 7103A

Reference for: Inliner Soltuions, LLC

Organization/Firm Name providing reference: Pinellas County Public Works Construction Management Division

Organization/Firm Contact Name: Mark Demyan | Title: Construction Project Manager

Email: mdemyan@pinellas.gov | Phone: 727-464-4606

Name of Referenced Project: Storm Sewer CIPP COOP | Contract No: 167-0513-CP(JJ) / 003325A

Date Services were provided: 5/2018 to present | Project Amount: City of Altamonte Springs, Kipton Lockcuff - 407.571.8533

Referenced Vendor's role in Project: ☑ Prime Vendor ☐ Subcontractor/ Subconsultant

Would you use the Vendor again? ☑ Yes ☐ No. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):
Preliminary clean and CCTV of suspect storm pipe lines. Installation of CIPP in selected pipe throughout Pinellas County on a work order basis. Pinellas County Utilities also utilizes this contract for select lining of sanitary sewer pipes throughout the County. The work includes performing point repairs prior to installation of the liners for deteriorated locations on an as needed basis.

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service				
a. Responsive	☐	☐	☑	☐
b. Accuracy	☐	☐	☑	☐
c. Deliverables	☐	☑	☐	☐
Vendor's Organization:				
a. Staff expertise	☐	☐	☑	☐
b. Professionalism	☐	☐	☑	☐
c. Staff turnover	☐	☑	☐	☐
Timeliness/Cost Control of:				
a. Project	☐	☑	☐	☐
b. Deliverables	☐	☑	☐	☐

Additional Comments (provide additional sheet if necessary):

****THIS SECTION FOR CITY USE ONLY****						
Verified via:	Email:	☐	Verbal:	☐	Mail:	☐
Verified by:	Name:				Title:	
	Department:				Date:	

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

FORM 4
VENDOR REFERENCE FORM

City of Hollywood Solicitation #: IFB-001.23-OT INFLOW/INFILTRATION (I/I) PROGRAM – CURED-IN-PLACE PIPE LINING ECSD Project No. 7103A

Reference for: Inliner Solutions, LLC

Organization/Firm Name providing reference: Hazen and Sawyer

Organization/Firm Contact Name: John Pacifici | Title: Senior Associate/Project Manager

Email: jpacifici@hazenandsawyer.com | Phone: 8136821217

Name of Referenced Project: Clearwater WWCS Program | Contract No:

Date Services were provided: Oct 2020 to present, ongoing | Project Amount: $10,000,000

Referenced Vendor's role in Project: ☒ Prime Vendor ☐ Subcontractor/ Subconsultant

Would you use the Vendor again? ☒ Yes ☐ No. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):
Inliner is one of several contractors selected by the City of Clearwater to provide on-call utility services. Under the 2018 contract, Inliner was responsible for CIPP work. In 2022, the contract was rebid for a new term, and Inliner was selected again for this role as well as for a separate $3 million portion dedicated to CCTV work.

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service				
a. Responsive	☐	☐	☑	☐
b. Accuracy	☐	☐	☐	☑
c. Deliverables	☐	☐	☑	☐
Vendor's Organization:				
a. Staff expertise	☐	☐	☑	☐
b. Professionalism	☐	☐	☑	☐
c. Staff turnover	☐	☐	☐	☑
Timeliness/Cost Control of:				
a. Project	☐	☐	☑	☐
b. Deliverables	☐	☐	☑	☐

Additional Comments (provide additional sheet if necessary):
Inliner has been very good to work with and has been a capable and willing partner to coordinate upcoming work planning. They are always reachable and responsive and keep open communication at all times.

****THIS SECTION FOR CITY USE ONLY****						
Verified via:	Email:	☐	Verbal:	☐	Mail:	☐
Verified by:	Name:				Title:	
	Department:				Date:	

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

FORM 4
VENDOR REFERENCE FORM

City of Hollywood Solicitation #: IFB-001-23-OT INFLOW/INFILTRATION (I/I) PROGRAM – CURED-IN-PLACE PIPE LINING ECSD Project No. 7103A

Reference for: Inliner Solutions, LLC

Organization/Firm Name providing reference: City of Bradenton

Organization/Firm Contact Name: Kim Clayback | Title: Infrastructure Engineer

Email: kim.clayback@bradentonFL.gov | Phone: 941 708-6300

Name of Referenced Project: On Going Sanitary MH & Sewer Pipe Lining | Contract No: PB 19-01KC

Date Services were provided: 2018 to present | Project Amount: $3.0M+ In FY2022-2023

Referenced Vendor's role in Project: ☒ Prime Vendor ☐ Subcontractor/ Subconsultant

Would you use the Vendor again? ☐ Yes ☐ No. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):
Sanitary sewer manhole and pipe lining including cleaning and tv'ing

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service				
a. Responsive	☐	☐	☑	☐
b. Accuracy	☐	☐	☑	☐
c. Deliverables	☐	☐	☑	☐
Vendor's Organization:				
a. Staff expertise	☐	☐	☑	☐
b. Professionalism	☐	☐	☑	☐
c. Staff turnover	☐	☐	☐	☑
Timeliness/Cost Control of:				
a. Project	☐	☐	☑	☐
b. Deliverables	☐	☐	☑	☐

Additional Comments (provide additional sheet if necessary):
Field crews and office staff are responsive, professional, and accommodating. The work product and process both indicate the pride the group takes in the great quality work they do.

THIS SECTION FOR CITY USE ONLY						
Verified via:	Email:	☐	Verbal:	☐	Mail:	☐
Verified by:	Name:				Title:	
	Department:				Date:	

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

FORM 5

HOLD HARMLESS AND INDEMNITY CLAUSE

Inliner Solutions, LLC

(Company Name and Authorized Signature, Print Name)

the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

Signature	Daniel Banken Printed Name
Inliner Solutions, LLC Name of Company	Area Director Title

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

FORM 6

NON-COLLUSION AFFIDAVIT

STATE OF: Florida

COUNTY OF: Seminole, being first duly sworn, deposes and says that:

(1) He/she is Area Director of Inliner Solutions, LLC, the Proposer that has submitted the attached Proposal.

(2) He/she has been fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;

(3) Such Proposal is genuine and is not a collusion or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contractor for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Daniel Banken

Printed Name

Inliner Solutions, LLC

Name of Company

Area Director

Title

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

FORM 7

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to the City of Hollywood by Daniel Banken, Area Director for Inliner Solutions, LLC (Print individual's name and title) (Print name of entity submitting sworn statement) whose business address is 2531 Jewett Ln. Sanford, FL 32771 and if applicable its Federal Employer Identification Number (FEIN) is 01-0684682. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), Florida Statues, 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, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(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 case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statues, means any natural person or any 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 let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

6. 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 sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida,

Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this 29th day of November, 2022.

Personally known X

Or produced identification _____ Notary Public-State of Florida

_____ my commission expires 01/03/2027
(Type of identification)

Edna V Tinis
(Printed, typed or stamped commissioned name of notary public)

Edna V Tinis

EDNA V. TINIS
Notary Public-State of Florida
Commission# HH 311748
My Commission Expires
January 03, 2027

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

FORM 8

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, 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;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

Inliner Solutions, LLC

2531 Jewett Ln.

Sanford, FL 32771

Application Number and/or Project Name:

IFB-001-23-OT INFLOW/INFILTRATION (I/I) PROGRAM – CURED-IN-PLACE PIPE LINING ECSD Project No. 7103A

Applicant IRS/Vendor Number: 01-0684682

Signature	Daniel Banken Printed Name
Inliner Solutions, LLC Name of Company	Area Director Title

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

FORM 9

DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE PROPOSALS - 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 proposals 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 employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature	Daniel Banken
	Printed Name
Inliner Solutions, LLC	Area Director
Name of Company	Title

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

FORM 10

SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby." The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood/Hollywood CRA policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City/CRA does business.

The State of Florida definition of "gifts" includes the following:

Real property or its use,
Tangible or intangible personal property, or its use,
A preferential rate or terms on a debt, loan, goods, or services,
Forgiveness of indebtedness,
Transportation, lodging, or parking,
Food or beverage,
Membership dues,
Entrance fees, admission fees, or tickets to events, performances, or facilities,
Plants, flowers or floral arrangements
Services provided by persons pursuant to a professional license or certificate.
Other personal services for which a fee is normally charged by the person providing the services.
Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

	Daniel Banken
Signature	Printed Name
Inliner Solutions, LLC	Area Director
Name of Company	Title

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Inliner Solutions, LLC

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

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

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4520 North State Road 37

Requester's name and address (optional)

6 City, state, and ZIP code
Orleans, IN 47452

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number: ___ - ___ - ____

or

Employer identification number: 01-0684682

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 ▶ Christina A. Scott Date ▶ 3-31-2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

By signing the filled-out form, you:

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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

FORM 12

TRENCH SAFETY

This form must be completed and signed by the Respondent.

Failure to complete this form may result in the solicitation being declared non-responsive.

Respondent acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The respondent by signing and submitting the solicitation is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The respondent further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance:

Method of Compliance	Cost

Total $ 0

Respondent acknowledges that this cost is included in the applicable items of their submittal and in the Grand Total Solicitation Price. Failure to complete the above will result in the solicitation being declared non- responsive.

The Respondent is, and the Owner and Engineer are not, responsible to review or assess Respondent's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act." Respondent is, and the owner and Engineer are not, responsible to determine if any safety related standards apply to the project, including but not limited to, the "Trench Safety Act."

Edna Tinis
Witness Signature

Edna Tinis
Witness Printed Name

2531 Jewett Ln. Sanford, FL 32771
Witness Address

11/29/2022
Date

Contractor's Signature

Daniel Banken
Printed Name

Area Director
Title

11/29/2022
Date

- END OF SECTION -

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Form 13

Bid Guaranty Form

(Construction)

STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS:
That we Inliner Solutions, LLC, as Principal, and Everest Reinsurance Company, as

Surety, are held and firmly bound unto the City of Hollywood in the sum of _____

Five Percent of Amount Bid Dollars ($ (5%)

of the United States, amounting to 5% of the total SOLICITATION Price, for the payment of said sum, 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 SOLICITATION, dated November 29 2022 for

IFB-4753-22-OT ; Inflow/Infiltration (I/I) Program – Cured-in-Place Pipe Lining ECSD ; Project No. 7103A

SOLICITATION-

NOW, THEREFORE, if the principal shall not withdraw said SOLICITATION within 90 days after date of the same and shall within ten days after the prescribed forms are presented to him for signature, enter into a written contract with the CITY, in accordance with the SOLICITATION as accepted, and give bond with good and sufficient surety or sureties, and provide the necessary Insurance Certificates as may be required for the faithful performance and proper fulfillment of such Contract, then this obligation shall be null and void.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Approved SOLICITATION Bond

In the event of the withdrawal of said SOLICITATION within the specified period, or the failure to enter into such contract and give such bond and insurance within the specified time, the principal and the surety shall pay to the City of Hollywood the difference between the amount specified in said SOLICITATION and such larger amount for which the City of Hollywood may in good faith contract with another party to perform the work and/or supply the materials covered by said SOLICITATION.

IN WITNESS WHEREOF, the above bound parties have executed this statement under their several seals this 16th day of November, 20 22, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

Witness

Signature of Individual

Address

Printed Name of Individual

Witness

Address

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Approved SOLICITATION Bond

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:

Denise C. McClanahan
Secretary

Inliner Solutions, LLC
Name of Corporation

2531 Jewett Lane Sanford, FL 32771
Business Address

By:
(Affix Corporate Seal)

INLINER SOLUTIONS LIMITED LIABILITY COMPANY SEAL May 1, 2002 INDIANA LLC

Daniel Banken
Printed Name

Area Director
Official Title

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Denise C. McClanahan, certify that I am the secretary of the Corporation named as Principal in the attached bond; that Daniel Banken who signed the said bond on behalf of the Principal, was then Area Director of said Corporation; that I know his signature, and his signature thereto is genuine and that said bond was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body.

Denise C. McClanahan (SEAL)
Secretary

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Approved SOLICITATION Bond

TO BE EXECUTED BY CORPORATE SURETY:

Attest:

Amanda Jovino, Witness

Everest Reinsurance Company
Corporate Surety
100 Everest Way, Warren, NJ 07059
Business Address

BY: Victoria P. Lyons
(Affix Corporate Seal)

Victoria P. Lyons
Attorney-in-Fact

Name of Local Agency

Alliant Insurance Services, Inc.

40 Stanford Drive, 2nd Floor, Farmington CT 06032
Business Address

STATE OF ~~FLORIDA~~ CONNECTICUT

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, Victoria P. Lyons to me well known, who being by me first duly sworn upon oath says that he is the attorney-in-fact for the Everest Reinsurance Company and that the has been authorized by Inliner Solutions, LLC to execute the forgoing bond on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida. Subscribed and sworn to before me this 16th day of November , 20 22

Jessica L. Piccirillo
Notary Public, State of Connecticut
Jessica L. Piccirillo

My Commission Expires: 6/30/2025

JESSICA L. PICCIRILLO
NOTARY PUBLIC
MY COMM EXP 6/30/2025
CONNECTICUT

- END OF SECTION-

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

EVEREST

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Russell M. Canterbury, Jessica L. Piccirillo, Steven E. Susanin, Woodrow M. Baird, Diane Moraski, Victoria P. Lyons, Kathleen M. Flanagan, Richard A. Leveroni

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 11th day of November, 2022.

Everest Reinsurance Company

Attest: Nicole Chase, Assistant Secretary

By: Anthony Romano, Senior Vice President

On this **11th day of November, 2022**, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 16th day of November 2022.

ES 00 01 04 16

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Form 14

LIST OF SUBCONTRACTORS

The Respondent shall list below the name and address of each Subcontractor who will perform work under this Contract, and shall also list the portion of the work which will be done by such Subcontractor. After the opening of Submittals, changes or substitutions will be allowed with written approval of the City of Hollywood. Subcontractors must be properly licensed.

	Work to be Performed	Subcontractor's Name / Address
1.	Laterals, Grouting and Cleaning	FloTech 657 South Dr. Ste. 104 Miami, FL 33166
2.	Cleanout installations	LMK 1131 NW 55th St. Ft. Lauderdale, FL 33335
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

NOTE: Attach additional sheets if required.

- END OF SECTION -

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

FORM 15

INFORMATION REQUIRED FROM BIDDERS

GENERAL INFORMATION

The Bidder shall furnish the following information. Failure to comply with this requirement may cause its rejection. Additional sheets shall be attached as required.

1. Contractor's Name/Address: Inliner Soltuions, LLC
   2531 Jewett Ln.
   Sanford, FL 32771

2. Contractor's Telephone Number: 407.472.0014
   and e-mail address: daniel.banken@gcinc.com

3. Contractor's License (attach copy): CUC035777
   Primary Classification: Construction
   Broward County License Number (attach copy): _____

4. Number of years as a Contractor in construction work of the type involved in this Contract: 20

5. List the names and titles of all officers of Contractor's firm:
   See Attached

6. Name of person who inspected site or proposed work for your firm:
   Name: Daniel Banken
   Date of Inspection: 11/23/2022

7. What is the last project of this nature you have completed?
   City of Sanford CIPP - 26,345 LF

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

8. Have you ever failed to complete work awarded to you; if so, where and why?
No

9. Name three individuals or corporations for which you have performed work and to which you refer: City of Altamonte Springs, Kipton Lockcuff - 407.571.8533
City of Deltona, Jeff Elder - 386.804.8360
City of Sanford, Mack McKinley - 407.688.5177

10. List the following information concerning all contracts on hand as of the date of submission of this proposal (in case of co-venture, list the information for all coventures).

Name of Project	City	Total Contract Value	Contracted Date of Completion	% Completion to Date
See Attached				

(Continue list on inset sheet, if necessary)

11. What equipment do you own that is available for the work?
See Attached

12. What equipment will you purchase for the proposed work?
NA

13. List at least three (3) similar projects completed within the last two (2) years by the bidder. For purposes of this requirement, 'similar' projects shall be considered to include experience with cured-in-place pipe lining. Include owner,

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

project value, completion date, reference contact information and brief project description. The determination of whether a project is sufficiently similar shall be at the sole discretion of the City and the Engineer.

Please see vendor references above

(Add sheets as requested.)

14. Name the Project Manager proposed for this project. Attach a copy of the project manager's resume.

Christopher Hee, Resume Attached

NOTE: If requested by CITY, the Bidder shall furnish a notarized financial statement, references and other information, sufficiently comprehensive to permit an appraisal of its current financial condition.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

LIST OF SUBCONTRACTORS (NOT USED/See Form 14)

The Bidder shall list below the name and address of each Subcontractor who will perform work under this Contract in excess of one-half percent of the total lump sum base bid price, and shall also list the portion of the work which will be done by such Subcontractor. After the opening of Proposals, changes or substitutions will be allowed with written approval of the City of Hollywood. Subcontractors must be properly licensed and hold a valid Hollywood Certificate of Competency.

	Work to be Performed	**Subcontractor's Name / Address**
1.	NA	NA
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

NOTE: Attach additional sheets if required.

++ END OF SECTION

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

FORM 16

PROPOSAL

TO THE MAYOR AND COMMISSIONERS
CITY OF HOLLYWOOD, FLORIDA

SUBMITTED Inliner Soltuions, LLC

Dear Mayor and Commissioners:

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 person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The BIDDER further declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Drawings and Specifications for the Work and contractual documents relative thereto, including the Notice to Bidders, Instructions to Bidders, Proposal Bid Form, Form of Bid Bond, Form of Contract and Form of Performance Bond, General, Supplementary and Technical Specifications, Addenda, Drawings, and Local Preference Program, Exhibit A, and has read all of the Provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

The undersigned BIDDER has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other BIDDER of parties to this bid whatever.

If this Proposal is accepted, the undersigned BIDDER proposes and agrees to enter into and execute the Contract with the City of Hollywood, Florida, in the form of Contract specified; of which this Proposal, Instructions to Bidders, General Specifications, Supplementary Conditions and Drawings shall be made a part for the performance of Work described therein; to furnish the necessary bond equal to one hundred (100) percent of the total Contract base bid, the said bond being in the form of a Cash Bond or Surety Bond prepared on the applicable approved bond form furnished by the CITY; to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, supervision, labor and all means necessary to construct and complete the work specified in the Proposal and Contract and called for in the Drawings and in the manner specified; to commence Work on the effective date established in the "Notice to Proceed" from the ENGINEER; and to substantially complete all Contract Work within 30 days with final completion within 45 days, and stated in the "Notice to Proceed" or pay liquidated damages for each calendar day in excess thereof, or such actual and consequential damages as may result therefrom, and to abide by the Local Preference Ordinance, Exhibit A.

The BIDDER acknowledges receipt of the following addenda:

No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

And the undersigned agrees that in case of failure on his part to execute the said Contract and the Bond within ten (10) days after being presented with the prescribed Contract forms, the check or Bid Bond accompanying his bid, and the money payable thereon, shall be paid into the funds of the City of Hollywood, Florida, otherwise, the check or Bid Bond accompanying this Proposal shall be returned to the undersigned.

Attached hereto is a certified check on the

_____ Bank of _____

or approved Bid Bond for the sum of

5% of total bid _____ Dollars ($) according to the conditions under the Instructions to Bidders and provisions therein.

NOTE: If a Bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign Contracts on behalf of the corporation and corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign Contracts in behalf of the partnership; and if the Bidder is an individual, his signature shall be placed below; if a partnership, the names of the general partners.

WHEN THE BIDDER IS AN INDIVIDUAL:

_____
(Signature of Individual)

_____
(Printed Name of Individual)

_____
(Address)

****

WHEN THE BIDDER IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

_____
(Name of Firm)

_____
(Address)

_____(SEAL)
(Signature of Individual)

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

****

WHEN THE BIDDER IS A PARTNERSHIP:

_____
(Name of Firm) A Partnership

_____
(Address)

By: _____
(SEAL)
(Partner)

Name and Address of all Partners:

_____

_____

****

WHEN THE BIDDER IS A JOINT VENTURE:

_____
(Correct Name of Corporation)

By: _____ (SEAL)
(Address)

_____
(Official Title)

As Joint Venture
(Corporate Seal)

Organized under the laws of the State of _____, and authorized by the law to make this bid and perform all Work and furnish materials and equipment required under the Contract Documents.

****

WHEN THE BIDDER IS A CORPORATION:

INLINER SOLUTIONS LIMITED LIABILITY SEAL May 1, 2002 INDIANA COMPANY LLC

Inliner Soltuions, LLC
(Correct Name of Corporation)

By: _____
(SEAL) Daniel Banken

Area Director

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

(Official Title)

4520 N. SR 37, Orleans, IN 47452

(Address of Corporation)

Organized under the laws of the State of Indiana, and authorized by the law to make this bid and perform all Work and furnish materials and equipment required under the Contract Documents.

CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS

Inliner solutions, LLC

(Name of Corporation)

RESOLVED that Daniel Banken

(Person Authorized to Sign)

Area Director of Inliner Solutions, LLC

(Title) (Name of Corporation)

be authorized to sign and submit the Bid or Proposal of this corporation for the following project:

INFLOW/INFILTRATION (I/I) PROGRAM - MANHOLE REPAIRS
ECSD Project No. - 7101A
Bid No. IFB-4744-22-OT

The foregoing is a true and correct copy of the Resolution adopted by

_____ at a meeting of its Board of
(Name of Corporation)

Directors held on the _____ day of _____, 20____.

By: _____

Title: _____

(SEAL)

The above Resolution MUST BE COMPLETED if the Bidder is a Corporation.

- END OF SECTION -

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Inliner Solutions
4520 North State Road 37
Orleans, IN 47452

812.865.3232

November 28, 2022

City of Hollywood
2600 Hollywood Boulevard
Hollywood, FL 33020-4807

Re: IFB-4753-22-OT INFLOW/INFILTRATION (I/I) PROGRAM – CURED-IN-PLACE PIPE LINING ECSD Project No. 7103A Bids on 11/29/2022

My name is Denise C. McClanahan, and I am Executive Vice President of Inliner Solutions, LLC. I am authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company relating to any and all domestic construction projects arising out of the Company's operations.

Further, under Company policy, I am authorized to and hereby delegate my authority to bind the Company to Daniel Banken, Area Director with the Company, for the purpose of submitting a bid for the above-referenced project.

Sincerely,

Denise C. McClanahan
Executive Vice President
Inliner Solutions, LLC.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SUNDERMAN, JOHN ROGER

INLINER SOLUTIONS, LLC
605 SW CHANNEL AVE
STUART FL 34994

LICENSE NUMBER: CUC065777

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Inliner Solutions, LLC an Indiana Limited Liability Company
List of Officers

EIN: 01-0684682
formed May 1, 2002

Name	Present Office Position
Michael Fegan	President & Chief Executive Officer
Robert Muff	Chief Financial Officers & Secretary
Patrick Maginn	Chief Operating Officers & Vice President
Thomas Gottsegen	Chief Legal Officer & Assistant Secretary
James Michaud	Treasurer
Glenn M. Shor	Assistant Secretary
David F. Thomas	Assistant Secretary
David L. Rattner	Assistant Secretary
Kevin Valles	Assistant Secretary
Denise McClanahan	Assistant Secretary
Ralph Bonanotte	Assistant Secretary
IPR AcquisitionCo, Inc.	Managing Member

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Current Open Projects

Description of Project	City	Contract	Start Date	Completion
FL ORANGE CITY FAWN RIDGE	ORANGE CITY	$ 106,171.80	Nov-22	Dec-22
FL CLW 22-0006 LINING REL 1	CLEARWATER	$ 294,585.76	Nov-22	Feb-23
FL VOLUSIA STORM 2022	ORMOND BEACH	$ 194,008.00	Nov-22	Nov-23
FL CARLTON ARMS APARTMENTS	LAKELAND	$ 262,176.00	Oct-22	Dec-22
FL ST PETE STORM 21014-110	ST PETERSBURG	$ 2,829,300.00	Dec-22	Dec-25
FL CITY OF ORLANOD STORM	ORLANDO	$ 840,422.21	Oct-22	Dec-22
FL CITY OF BRADENTON LS21C	BRADENTON	$ 294,280.97	Nov-22	Mar-23
FL CITY OF PALM BAY 48 IN	PALM BAY	$ 205,276.00	Oct-22	Dec-22
FL MIRIMAR 2022 8 IN CIPP	MIRAMAR	$ 14,375.00	Jul-22	Jul-23
FL PINELLAS SANITARY REHAB	SEMINOLE	$ 2,771,079.25	Aug-22	Oct-23
FL BRADENTON LINING & MH REHAB	BRADENTON	$ 1,276,005.48	Aug-22	Dec-22
FL REEDY CREEK - HOTEL PLAZA	LAKE BUENA VISTA	$ 406,550.00	Jun-22	Dec-22
FL FELIX & ASSOC 2022 LOX	LOXAHATCHEE	$ 130,500.00	Jun-22	Jun-23
FL CASSELBERRY 2022 LS 21	CASSELBERRY	$ 299,951.00	May-22	Feb-23
FL BAY COUNTY 2022 STORM PH 2	PANAMA CITY	$ 367,995.00	Feb-22	Feb-23
FL IBIS BLDG CORP 2022 CORAL GABLES	CORAL GABLES	$ 14,660.00	Feb-22	Dec-22
FL ORLANDO 2022 STORM 1	ORLANDO	$ 213,244.78	Feb-22	Feb-23
FL M.A.C. 2022 CARLTON ARMS-1	LAKELAND	$ 50,950.00	Jan-22	Jan-23
FL COCOA 2021 STORM-2	COCOA	$ 146,070.00	Nov-21	Nov-22

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Inliner Solutions Florida Equipment

Equipment Number	Mdl Yr	Make	Description	Serial Number
03.33594		GDN	GREAT DANE 28' REEFER TRAILER	1GRAAS616V8155104
04.35526	19	FTL	FREIGHTLINER VAC-CON 4212LHAE	1FVHG3FE8KHKC3118
08.49215R		YAL	YALE GDP250	GB76E01563R
08.49216R		MIT	MITSUBISHI FG50CN	AF29D90326
139387	19	FTL	FREIGHTLINER VAC-CON PD4212HE	1FVHG3FE3KHKC3074
139388	19	FTL	FREIGHTLINER VAC-CON DD4212HE	1FVHG3FE5KHKC3075
139443	06	KNW	KENWORTH T800 3AX BOILER TRUCK	1NKDX4TX86J157421
139464	13	UTL	UTILITY 36' REFRIG TRAILER	1UYVS253XDM675613
140661	19	FOR	FORD F650 CUES SP CUTTER TRUCK	1FDNF6DCXKDF01433
141347	19	FOR	FORD F350 CREW CAB 4X4	1FT7W3BT8KEF73191
142761			VERICURE TEMP MONITORING SYS	DE47501769
143496	20	PTR	PETE 348 3AX REEFER TRUCK	2NP3LJ0X7MM724714
143496T	20	PTR	PETE 348 3AX REEFER TRUCK	2NP3LJ0X7MM724714T
145010	21	PTR	PETE 348 3AX REEFER TRUCK	2NP3LJ0X2MM753909
145200	21	FOR	FORD F650 TV/CUTTER/GROUT TRK	1FDWF6DC3MDF08683
145200T	21	FOR	FORD F650 TV/CUTTER/GROUT TRK	1FDWF6DC3MDF08683T
146300	20		VERICURE TEMP MONITORING SYS	DE47503513
146303	20		VERICURE TEMP MONITORING SYS	DE47504082
146305	20		VERICURE TEMP MONITORING SYS	DE47504054
146308	20		VERICURE TEMP MONITORING SYS	DE47504113
146588	21	FOR	FORD F350 CREW CAB 4X4	1FT7W3BT4MEC32549
146591	21	FOR	FORD F350 CREW CAB 4X4	1FT7W3BT4MEC32552
146641	21	FOR	FORD F350 FLATBED 4X4	1FD8W3FT4MEC92261
147703			CATALYST HEATER	
1527	03	MAC	03 MAC RD688S HEATER TK	1M2P267C73M066775
1528	03	MAC	03 MAC CV713 HEATER TK	1M2AG11C23M004882
1601	04	CP	04 COR 18FT TR	4MJUG18284E037443
1602	04	CP	04 COR 18FT TR	4MJUG182X4E037444
1628	00	OTH	00 CW 2 AXLE FLATBED TR	46CFB182XYM0D0250
1698	05	CP	05 COR TRAILER BLACK	4MJUB18245E041361
1710	06	INT	INTERNATIONAL 4400 STEAM TRUCK	1HTMKAAN56H311870
1774	07	CP	07 COR TR	4MJUG18297E045748
1828	07	PTR	07 PET 340 6X4 REEFER TK	2NPRLZ9X77M732604
1993	05	KNW	05 KEN T800 6X4 REEFER TK	1XKDDB9X75J078914
2643	07	INT	07 INT 4300 TV/CUT/GROUT	1HTMMAAM47H520505
27578		OTH	LARGE DIAMETER CONVEYOR	
27631	00	INT	00 INT 8100 6X4 REEFER	1HTHCAHR4YH309621
27717	12	KNW	12 KEN T370 REEFER TK	38KHLN9X1CF303873
28136	08	DGE	08 DOD 3500 TV ONLY	WD0PF145185246408
28422		I-R	NN ING A/C FOR STEAM/1710	41795OUHUC48
28913	06	INT	06 INT 9400I 6X4 REEFER TK	2H5CNSCR66C298597
28916	12	UTL	12 UTL VS3RA 48FT REEFER TR	1UYVS3482CM467601
29024			XX SWR JAJ-600R EASEMENT MAC	5337
29309		OTH	NN UNK STATIC RESIN MIXER 1	
29472	06	INT	06 INT 9400I 6X4 REEFER TK	2H5CN5CR26C298595
30819		OTH	NN UPGRADED POWER NIP ROLLER	
30857	13	SUR	13 SRC 79INX18FT TR	5JW1U1828D1069551
31116	13	FOR	13 FOR F450 FLATBED TK	1FD0W4HT3DEA61965
31128	13	FOR	FORD F350 CREW CAB 4X4 UTILITY	1FT7W3BTXDEA56865
31204	01	UTL	01 UTL VS2R REEFER TR	1UYVS24811M321603
32881	98	UTL	98 UTL VS2RA REEFER TR	1UYVS2483WM502807
33761	15	FOR	15 FOR F350 EXT XL UTIL 4X4	1FD7X3BTXFED56790
34959	14	FTL	14 FRL 114SD VAC JET COMBO	1FVHG3CY5EHFS0485

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Inliner Solutions Florida Equipment

Equipment Number	Mdl Yr	Make	Description	Serial Number
35.65405			FLORIDA WET OUT FACILITY	
35027	15	ARS	15 ARI CT200 RAPTOR CUTTER	14008484
35033	15	FOR	FORD F550 TV/CUT	1FDUF5GT3FEC03811
35048	15	PTR	15 PET 348 VAC-CON JET/VAC	2NP3LJ0X2FM250609
35119	15	ARS	15 ARI RAPTOR CUTTER	15107496
35120	15	ARS	15 ARI RAPTOR CUTTER	15107433
35128	16	FOR	16 FOR TRUCK-F350 CREW 4X4 XLT	1FT7W3BT0GEB25549
35148	15	HMD	15 HMD CHIP SHOOTER TR	MVIN359677IND
35149	15	CUE	15 OZ2 CAMERA	15101203
35150	15	CUE	15 OZ2 CAMERA	15102202
35151	15	CUE	15 CUE SHORTY 21 TRANSPORTER	15082801
35152	15	CUE	15 CUE SHORTY 21 TRANSPORTER	15102603
35153	15	CUE	15 CUE PIPE RANGER TRANSPORTER	15102302
35269	15	CUE	15 CUE BOX TV SYSTEM/2643	
35383	16	HMD	16 HMD POWER UNIT	3170-051116-001
35386	17		17 UNI UXT-8.522TA70 22' TR	56JTE222XHA150680
35395	16	OTH	16 USJ 1018 JET MOUNTED TR	1U9FS1628GA044571
35400	16		16 TRY-TEK E22 INVERSION UNIT	
35426	17	HIN	17 HIN 195 TV/CUT	JHHHDM2H1HK002290
35437	17	HIN	17 HIN 195 TV/CUT	JHHHDM2H7HK002133
35525	17		17 UNI UXT-8.522TA70 22' CARGO	56JTE2223HA152562
35547	16	FOR	16 FOR T150 MANHOLE ONLY	1FTYE1ZM6GKA28738
35561	13	VOL	13 VOL VNL64T300 REEFER	4V4NC9EG4DN568904
35571	11	INT	11 INT PROSTAR REEFER	3HSCUAPR9BN186540
35703	17	FOR	17 FOR F350 CREW XLT 4X4	1FT7W3BTXHEB92578
35704	17	FOR	17 FOR F350 CREW XLT 4X4 UTIL	1FT7W3BT6HEB92576
35705	17	FOR	17 FOR F350 CREW XLT 4X4 FLAT	1FD7W3FTXHEC03102
35706	17	FOR	17 FOR F350 CREW XL 4X4 FLAT	1FD7W3FT1HEC03103
35804	16	CUE	16 CUE TV BOX RESTOR/35426	
35805	16		16 PRB 36" INVERTER TR	MVIN364125IND
35806	16		16 PRB 36" INVERTER TR	MVIN364126IND
35883	17	FTL	17 FRL 114 SD VAC TRUCK	1FVHG3CY6HHJB5698
35884	17	FTL	17 FRL 114 SD VAC TRUCK	1FVHG3CY8HHJB5699
36051	18	KNW	18 KEN T880 RUSH GEN II HEATER	1NKZLK0X9JJ187773
36139	17	CUE	17 CUE TV INTER EQUIP/35437	
36147	17		17 LOG 201L LAT PACKER 8.5-12"	
36231	15	DGE	15 DOD 3500 REG 4WD FLAT	3C7WRTBL7FG610431
36261	07	FTL	07 FRL REEFER BOX TK	1FVACWDC27HW95410
36266	16		16 TRY-TEK INVERSION UNIT	00100
36376	17	FOR	17 FOR F350 CREW XLT 4X4	1FT7W3BT9HEE85663
36412	17	FOR	17 FOR F650 TV/CUT TK	1FDWF6DE7HDB07838
36417	17	ARS	17 ARI CAMERA-PE2620	17080068
36418	17	ARS	17 ARI CAMERA-PE2620	17080069
36419	17	ARS	17 ARI TRANSPORTER-TR2000	17080029
36420	17	ARS	17 ARI TRANSPORTER-TR2000	17080027
36530	17		UNITED CARGO 22' TOOL TRAILER	56JTE222XJA161037
36551		FOR	17 FOR F350 CREW XL 4X4	1FT7W3BT2HEE85665
36606	17	ARS	17 ARI TV BOX SYSTEM/36412	
36607	17	CUE	17 CUE CUTTER	
36608	17	CUE	17 CUE CUTTER	
36745	18	FOR	18 FOR TRUCK F350 XL 4X4	1FD7W3FT1JEB84042
36747	18	FOR	18 FOR TRUCK F350 XLT 4X4	1FD7W3FT3JEB72944
36748	18	FOR	18 FOR TRUCK F350 XLT 4X4	1FD7W3FT5JEB72945

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Inliner Solutions Florida Equipment

Equipment Number	Mdl Yr	Make	Description	Serial Number
36749	18	FOR	18 FOR TRUCK F350 XLT 4X4	1FD7W3FT7JEB72946
36858	18		18 TRY-TEK INVERSION UNIT	
36864	15	DGE	RAM 2500 CREW CAB 4X4 UTILITY	3C6UR5HL6FG650742
36942	18	OTH	GENAIR GENERATOR COMBO 70 CFM	
36969	18	FOR	18 FOR TRUCK F350 CREW XL 4X4	1FT7W3BT0JEB64097
37048	19	FTL	18 FRL 114SD VACK TK	1FVHG3FE1KHKC3106
37050	15	PTR	15 PET ROAD TRACTOR-579	1XP8DP9X6FD265365
37052	19	HIN	19 HIN TV/CUT TK	JHHRDM2HXKK007094
37056	15	PTR	15 PET ROAD TRACTOR-579	1XP8DP9X8FD265366
37597	19	HIN	19 HIN 195 TV/CUT TK	JHHRDM2H8KK007286
37599	19	FOR	19 FOR TRUCK F550 TV/CUT/GROUT	1FDUF5GT2KEC16530
37636	18	SUL	18 SUL AIR COMP 375 CFM (SKID)	20180080074
37666	19	SUR	19 SRC TRAILER-7X 14 HC CARGO	5JW1C1429K2242932
37668	18	SUL	18 SUL AIR COMPRESSOR 375HAF	201810120051
37677	18	OTH	18 UNK VACUUM PUMP	RPR1
37678	18	OTH	18 UNK REPAIR-VACUUM PUMP	RPR2
37700	19	FOR	19 FOR F350 XLT C/C 4X4 TK	1FT7W3BTXKEC92204
37704	19	FOR	19 FOR TRUCK F350 XLT C/C 4X4	1FD7W3FTXKEC92208
37820	04	FTL	FREIGHTLINER M2 BOX TRUCK	1FVACXDC04HN46219
37827	14	FOR	16 FOR F250	1FT7W2B68EEA34725
37897	19		VERICURE TEMP MONITORING SYS	DE47503283
4009	07	STR	07 STL 360 STEAM BOX	2FZACGCS87AY31247
4013	98	FOR	FORD LT8513 BOILER TRUCK	1FDZS86F7WVA39669
4018	99	FTL	99 FRE FL112 HEAT/TOWER	1FVXTWEB5XHB44195
4028	00	FRU	00 FRL FL112 6X4 HEATER	1FVXTWEB6YHF08352
4029	04	STR	04 STL L9500 6X4 HEATER	2FZHAZCV04AN09353
4085	99	FRU	99 FRL FL112 6X4 REEFER	1FVXTECBXXHA76912
4252	03		03 LOT 18FT FLATBED TR	4ZEPH252031160841
4254	00	LCC	00 REY FLATBED TR	NOVIN0200122797
4269	04	OTH	04 H&H FLATBED TR	4J6US10164B059221
4287	97		97 RYL FLATBED TR	082602RW
4288	00	LCC	00 REY HOP TR	NOVIN0200070733
4289	00	OTH	00 IRD TR	5FEF52422YC001492
4307	94		94 HOR REEL TR	HRT442989408070HB
4310	94		94 HOR REEL TR	HRT41991293080708
4311	94		94 HOR REEL TR	HRT43917940807OHB
4862	94	OTH	94 HOO FLATBED TR	14F820000110
51270	99	CAS	99 CAS 580SL EXTENDAHOE	JJG0269980
51461	01	OTH	01 UNK 5'X30' PWER CONVEYOR	
51596	03	OTH	HYDRAULIC BUCKET RIG	8U379IT0
51949	06		06 RUS STEAM UNIT 1710	SWC-237
51957	06	OTH	06 UNK WATER HEATER UNIT 1527	SWC-244
52043	07		07 RUS STEAM UNIT/4009	404299
52348	08	OTH	08 UNK 3 STAGE VAC ASSEMBLY	INVOICE 18023
52366	08	OTH	FLORIDA CONVEYOR	
52391	00	CLK	00 CLA FORKLIFT	CGP460L0160GEF9612
5241	06	SUL	06 SUL 185 A/C	004136446
52495	10	OTH	TR INVERSION PLATFORM	CER 10-340
5293	06	SUL	06 SUL A/C	004106154
5324	06		HYDRAULIC BUCKET RIG	4H5LB11136L062223
C234	94	CLK	CLARK FORK LIFT	Y685Q0906397FA
M180	06	SUL	06 SULLAIR A/C 185	

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

CHRISTOPER HEE

Project Manager

YEARS OF EXPERIENCE IN INDUSTRY:
10

YEARS WITH INLINER: 10

EDUCATION:
Bachelor's in Civil Engineering

ADDITIONAL TRAINING & CERTIFICATION:

- First Aid Training
- Competent Person Training
- Florida ATSSA Advanced Certification
- OSHA 10 Hour
- PACP, MACP, LACP Certified – NASSCO
- Forklift Operator Certification

INDUSTRY EXPERIENCE: Mr. Hee is a Project Manager working out of Inliner's Sanford, FL office. Christopher's experience includes the oversight of work totaling over 790,000 LF of 4"-84" cured-in-place pipe projects that utilized water, steam, and UV cure.

RESPONSIBILITIES:

- Direct support for CIPP installation crews, acting as liaison between customer and installation teams
- Primary contact for client/owner, ensuring project meets or exceeds expectations
- Organizes required ancillary work, confirming that subcontractors are conforming to project specifications to maintain customer satisfaction
- Reviews contract documents, agreements, quotes to prepare bid submissions and proposals
- Accurately tracks project financials from estimating, budgeting, approving payment, to final close out and required submittals
- Coordinates all permit requirements with client, subcontractors, and regulatory agencies to ensure project remains in compliance
- Enforces Company polices to ensure employees are working safely and Company assets are protected

SUMMARY OF EXPERIENCE:

$

FEB 2021
MAY 2021
3,140 LF
48" CIPP
$1,710,049

CITY OF ORLANDO KIRKMAN RD INTERCEPTOR REHAB PROJECT | ORLANDO, FL
Project Manager on Kirkman Rd project involving bypass pumping, traffic control, manhole construction, & rehabilitation of 48" lines using CIPP.

REFERENCE: Charlie Conklin PE, City of Orlando | 321.229.0310

MAY 2022
JUL 2022
450 LF
54" – 72" CIPP
$406,550

2022 REEDY CREEK IMP DISTRICT HOTEL PLAZA BLVD PROJECT | ORLANDO, FL
Project Manager on Hotel Plaza Blvd Pipe Lining Project for Reedy Creek Improvement District involving cleaning, bypass pumping, traffic control, & rehabilitation of 54" and 72" lines using CIPP in a high-profile area.

REFERENCE: Juan Curi PE, Reedy Creek Improvement District | 407.828.1478

MAR 2022
NOV 2022
26,355 LF
8" - 12" CIPP
$1,051,335

2022 CASSELBERRY SANITARY SEWER REHABILITATION | CASSELBERRY, FL
Project Manager on annual contract involving cleaning and CCTV inspection, rehabilitation of 8-12" lines using CIPP, and Manhole and Wetwell Rehabilitation using Epoxy, throughout the City of Casselberry.

REFERENCE: Tara Lamoureux PE, City of Casselberry | 407.262.7725 ext 1228

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

CONTRACT

THIS AGREEMENT, made and entered into, this 31 day of July, A.D., 2023 by and between the CITY OF HOLLYWOOD, Florida, a municipal corporation of the State of Florida, part of the first part, (hereinafter sometimes called the "CITY"), and **INLINER SOLUTIONS, LLC**

party of the second part (hereinafter sometimes called the "CONTRACTOR").

WITNESSETH: The parties hereto, for the considerations herein-after set forth, mutually agree as follows:

Article 1. Scope of Work: The CONTRACTOR shall furnish all labor, materials, and equipment and perform all work in the manner and form provided by the Contract Documents, for:

Inflow/Infiltration (I/I) Program – Cured-In-Place Pipe Lining
Project No. 7103A

Article 2. The Contract Sum: The CITY shall pay to the CONTRACTOR, for the faithful performance of the Contract, in lawful money of the United States of America, and subject to additions and deductions as provided in the Contract Documents, as follows:

Based upon the prices shown in the Proposal heretofore submitted to the CITY by the CONTRACTOR, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract being the sum of **One Million Dollars and Zero Cents ($1,000,000.00)**.

Article 3. Partial and Final Payments: In accordance with the provisions fully set forth in the "General Conditions" of the "Specifications", and subject to additions and deductions as provided, the CITY shall pay the CONTRACTOR as follows:

(a) On the 15th day, or the first business day thereafter, of each calendar month, the CITY shall make partial payments to the CONTRACTOR on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the CONTRACTOR, less five percent (5%) of the amount of such estimate which is to be retained by the CITY until all work has been performed strictly in accordance with this Agreement and until such work has been accepted by the CITY. The parties' rights and obligations regarding retainage are further specified in Sections 218.735 and 255.078, Florida Statutes, as applicable.

(b) Upon submission by the CONTRACTOR of evidence satisfactory to the CITY that all payrolls, material bills and other costs incurred by the CONTRACTOR in connection with the construction of the WORK have been paid in full, and also, after all guarantees that may be required in the Specifications have been furnished and are found acceptable by the CITY, final payment on account of this Agreement shall be made within sixty (60) days after completion by the CONTRACTOR of all work covered by this Agreement and acceptance of such work by the ENGINEER and approved by the CITY.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Article 4. Time of Completion: The CONTRACTOR shall commence work to be performed under this Contract within ten (10) consecutive calendar days after date of written Notice To Proceed and shall fully complete the Contract in accordance within the Contract Documents and meet all intermediate milestone completion dates required after said date of written notice as set forth in the Proposal, as may be modified by Instructions to Bidders, and stated in the Notice to Proceed.

It is mutually agreed between the parties hereto, that time is the essence, and in the event that construction of the WORK is not completed within the Contract Time and per intermediate dates, as may have been modified solely in accordance with the General Conditions of this Contract, that from the compensation otherwise to be paid to the CONTRACTOR, the CITY is authorized and shall retain, for each day thereafter, Sundays and holidays included, the sum set forth in the Supplementary General Conditions of this Contract as liquidated damages sustained by the CITY in the event of such default by the CONTRACTOR, or shall withhold such compensation for actual and consequential damages as my be stated therein or contemplated therefrom.

Article 5. Additional Bond: It is further mutually agreed between the parties hereto, that if, at any time after the execution of this Agreement and the Payment and Performance Bonds required herein for the express purpose of assuring the faithful performance of the Contractor's work hereto attached, the CITY shall deem the surety or sureties' to be unsatisfactory, or, if for any reason, said bonds cease to be adequate to cover the performance of the work, the CONTRACTOR shall, at his expense, within five (5) days after receipt of notice from the CITY furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the CITY.

Article 6. Contract Documents: All of the documents hereinafter listed form the Contract and they are as fully a part of the Contract.

Article 7. The rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the contract shall be not less than the prevailing rate of wages and fringe benefit payments or cash equivalent for similar skills or classifications of work as established by the General Wage Decision by the United States Department of Labor for Broward County, Florida that is in effect prior to the date the city issues its invitation for bids. If the General Wage Decision fails to provide for a fringe benefit rate for any worker classification, then the fringe benefit rate applicable to the worker classification shall be the fringe benefit rate applicable to the worker classification with a fringe benefit rate that has a basic hourly wage closest in dollar amount to the worker classification for which no fringe benefit rate has been provided.

Article 8. No additional work or extras shall be performed unless the same be duly authorized by appropriate action of the City.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Article 9. That in the event either party brings suit for enforcement of disagreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

Article 10. The Contractor shall guarantee the complete project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by the City or the Engineer.

Article 11. The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

Article 12. Contract Term: The initial term of this contract shall be for a period of one (1) year beginning upon the notice to proceed. The CITY may renew this contract twice for two (2) additional one (1) year periods subject to City's option, vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the CITY.

****

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in three (3) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract:

THE CITY OF HOLLYWOOD, FLORIDA
Party of the First Part

By: _____ (SEAL)
JOSH LEVY, MAYOR

ATTEST:
PATRICIA A. CERNY, MMC
City Clerk

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

****

CONTRACTOR
Party of the Second Part

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

_____ _____ (SEAL)
(Witness) (Signature of Individual)

_____ _____
(Witness) (Signature of Individual)

****

WHEN THE CONTRACTOR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

_____ _____
(Witness) (Name of Firm)

_____ _____ (SEAL)
(Witness) (Signature of Individual)

****

WHEN THE CONTRACTOR IS A PARTNERSHIP:

_____ _____
(Witness) (Name of Firm) a Partnership

_____ BY: _____ (SEAL)
(Witness) (Partner)

****

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

WHEN THE CONTRACTOR IS A CORPORATION:

Attest:

~~Secretary~~ (Asst.) - Thomas Gottsegen

Inliner Solutions, LLC
(Correct Name of Corporation)

INLINER SOLUTIONS, LLC LIMITED LIABILITY SEAL May 1, 2002 INDIANA (SEAL)

BY: _____
~~President~~ Treasurer - James Richaud

****

APPROVED AS TO FORM:

By _____
DOUGLAS R. GONZALES
City Attorney

APPROVED AS TO FINANCE:

By _____
David E. Keller
Financial Services Director

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)



Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

CERTIFICATE

STATE OF ~~FLORIDA~~) Indiana
COUNTY OF ~~BROWARD~~) Orange

I HEREBY CERTIFY that a meeting of the Board of Directors of Inliner Solutions, LLC a corporation under the laws of the State of Indiana, was held on August 10, 2022, and the following resolution was duly passed and adopted:

> "RESOLVED, that James Michaud as Treasurer ~~President~~ of the corporation, be and he is hereby authorized to execute the contracts on behalf of this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation, this 14 day of June, 2023.

INLINER SOLUTIONS, LLC LIMITED LIABILITY SEAL May 1, 2002 INDIANA

Secretary (Asst.) - Thomas Gottsegen

- END OF SECTION -

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Issued In Triplicate

PERFORMANCE AND PAYMENT BOND
(Public Work)

In compliance with F.S. Chapter 255.05(1)(a)

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2), 255.05 (8) AND 255.05 (10), ARE INCORPORATED IN THIS BOND BY REFERENCE.

Bond No.: ES00014396

CONTRACTOR:

Name: Inliner Solutions, LLC **Phone No. 832-948-3378**
Address: 2531 Jewett Lane
Sanford, FL 32771

SURETY:

Name: Everest Reinsurance Company **Phone No. 908-604-3000**
Address: 100 Everest Way, Warren, NJ 07059

OWNER:

Name: City of Hollywood **Phone No. 954/921-3930**
Address: Dept. of Public Utilities, Engineering & Construction Services Division
1621 N. 14th Avenue, Hollywood, FL 33020

OBLIGEE: (If contracting entity is different from the owner, the contracting public entity)

Name: _____ **Phone No.** _____
Address: _____

Bond Amount: $1,000,000.00 **Project Number: 7103A**

Description of Work: Inflow/Infiltration (I/I) Program - Cured-In-Place Pipe Lining

Project Location: Hollywood, FL

FRONT PAGE

All other Bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be re-printed thereon.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Bond No. ES00014396
Issued in Triplicate

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:
That we Inliner Solutions, LLC, 2531 Jewett Lane, Sanford, FL 32771,
Name Address Tel. No.
as Principal, and Everest Reinsurance Company, 100 Everest Way, Warren, NJ 07059 908-604-3000
Name Address Tel. No.
as Surety, are held and firmly bound unto the City of Hollywood in the sum of One Million and 00/100 Dollars ($1,000,000.00), for the payment of said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written contract, dated the 31st day of July, 20 23 entered into between the Principal and the City of Hollywood, Florida, for the installation of **Inflow/Infiltration (I/I) Program – Cured-In-Place Pipe Lining, Project No. 7103A.**

A copy of said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall in all respects comply with the terms and conditions of said Contract and his obligations thereunder, including all of the Contract Documents (that include the Introduction, Special Terms and Conditions, Scope of Services, General Terms & Conditions, Submittal Checklist Form, Instructions to Bidders, Proposal, Proposal Bid Form, Basis of Payment, Bid Guaranty Form , Trench Safety Form, Information Required from Bidders, Vendor Reference Forms, Hold Harmless and Indemnity Clause, Non-Collusion Affidavit, Sworn Statement...Public Entity Crimes, Certifications Regarding Debarment... , Drug-Free Workplace Program, Solicitation, Giving, and Acceptance..., Contract, Performance Bond, Payment Bond, General and Supplementary General Conditions, Technical Specifications, Addenda and Drawings), therein referred to and made a part thereof, and such alterations as may be made in said Drawings and Specifications as therein provided for, and shall indemnify and save harmless the City of Hollywood against and from all expenses, damages, injury or conduct, want of care of skill, negligence or default, including patent infringement on the part of said Principal, his agents or employees, in the execution or performance of said Contract, including errors in the Drawings furnished by said Principal, and further, if the Principal shall promptly make payments to all who supply him, with labor and/or materials, used directly or indirectly by the Principal in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise, the Principal and Surety, jointly and severally, agree to pay the City of Hollywood any difference between the sum that the City of Hollywood may be obliged to pay for the completion of said work, by Contract or otherwise, and the sum that the City of Hollywood would have been obliged to pay for the completion said work had the Principal properly executed all of the provisions of said Contract, and any damages, whether direct, indirect, or consequential, which the City of Hollywood may incur as a result of the failure of the said Principal to properly execute all of the provisions of said Contract.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

AND, the said Principal and Surety hereby further bind themselves, their successors, executors, administrators and assigns, jointly and severally, that they will amply and fully protect the City of Hollywood against, and will pay any and all amounts, damages, costs and judgments which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damage arising from the performance of the said work, repair or maintenance thereof, or the manner of doing the same, or his agents or his servants, or the infringements of any patent rights by reason of the use of any material furnished or work done, as aforesaid or otherwise.

AND, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications and Drawings accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications and Drawings.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

_____ _____
(Witness) (Signature of Individual)

_____ _____
(Address) (Printed Name of Individual)

_____
(Witness)

_____
(Address)

WHEN THE PRINCIPAL IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

_____ _____
(Witness) (Name of Firm)

_____ By: _____
(Seal)
(Address) (Signature of Individual)

_____
(Witness)

_____
(Address)

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Bond No. ES00014396
Issued in Triplicate

****

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

_____ (Witness)

_____ (Address)

_____ (Witness)

_____ (Address)

_____ (Name of Partnership)

By: _____ (Seal)
(Partner)

_____ (Printed Name of Partner)

****

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:

_____ (Secretary) (Asst.) - Thomas Gottsegen

INLINER SOLUTIONS, LLC LIMITED LIABILITY SEAL May 1, 2002 INDIANA

Inliner Solutions, LLC (Name of Corporation)

By: _____ (Seal)
(Affix Corporate Seal)

James Michaud (Printed Name)

Treasurer (Official Title)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Thomas Gottsegen, certify that I am the Asst. Secretary of the corporation named as Principal in the within bond; that James Michaud, who signed the said bond on behalf of the Principal was then Treasurer of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and on behalf of said corporation by authority of its governing body.

INLINER SOLUTIONS, LLC LIMITED LIABILITY SEAL May 1, 2002 INDIANA

_____ (SEAL)
Secretary (Asst.)

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

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Bond No. ES00014396
Issued in Triplicate

TO BE EXECUTED BY CORPORATE SURETY

Attest: _____
(Secretary) Witness

Everest Reinsurance Company
(Corporate Surety)

100 Everest Way, Warren, NJ 07059
(Business Address)

By: _____
(Affix Corporate Seal)

Victoria P. Lyons
(Attorney-In-Fact)

Alliant Insurance Services, Inc.
(Name of Local Agency)

40 Stanford Drive, 2nd Floor, Farmington, CT 06032
(Business Address)

STATE OF ~~FLORIDA~~ CONNECTICUT

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, Victoria P. Lyons to me well known, who being by me first duly sworn upon oath, says that he is the attorney-in-fact for the Everest Reinsurance Company and that he has been authorized by Everest Reinsurance Company to execute the foregoing bond on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida.

Subscribed and sworn to before me this 12th day of June, 2023.

JESSICA L. PICCIRILLO
NOTARY PUBLIC
MY COMM EXP 6/30/2025
CONNECTICUT

Notary Public, ~~State of Florida~~
My Commission Expires:

****

APPROVED AS TO FORM:

By _____
Douglas R. Gonzales
City Attorney

APPROVED AS TO FINANCE:

By _____
David E. Keller
Financial Services Director

- END OF SECTION -

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Inliner Solutions, LLC, 2531 Jewett Lane, Sanford, FL 32771
Name Address Tel. No.

As Principal and Everest Reinsurance Company, 100 Everest Way, Warren, NJ 07059 908-604-3000
Name Address Tel. No.

as Surety, are held and firmly bound to the CITY OF HOLLYWOOD, FLORIDA herein called the City, in the sum of

One Million and 00/100 Dollars ($ 1,000,000.00) for the payment of said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written contract dated the 31st day of July, 20 23, entered into between the Principal and the City of Hollywood, Florida for the **Inflow/Infiltration (I/I) Program – Cured-In-Place Pipe Lining, Project No. 7103A**

Which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION of this bond is that if Principal promptly makes payments to all claimants defined in Section 255.05 (1), F.S., supplying Principal with labor, materials or supplies used directly or indirectly by principal in the prosecution of the work provided for in the Contract, then this bond shall be null and void and of no further force and effect; otherwise to remain in full force and effect.

Said surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or any other changes in or under contract documents and compliance or noncompliance with any formalities connected with the contract does not affect Surety's obligation under this bond and Surety waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or any other changes, compliance, or noncompliance to the terms of the Contract or to the Work or to the Specifications.

This bond is furnished pursuant to the statutory requirements for bond on public works projects being Florida Statute 255.05. Claimants are hereby notified that the Statute 255.05(2) specifically requires that notice be given to Contractor within 45 days after beginning to furnish labor, materials or supplies for the prosecution of the work that claimants intends to look to the bond for protection. Further notice is hereby given claimants that written notice of nonpayment within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies must be delivered to the Contractor and to the Surety. Further notice is hereby given that no action for labor, materials or supplies may be instituted against the Contractor or the Surety on the bond after one year for the performance of the labor or completion of delivery of the materials or supplies.

Without modifying the foregoing, this bond shall be construed as requiring of the principal and surety no more and no less than is specified in F.S. 255.050.

SIGNED AND SEALED, this 12 day of June, 20 23.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Bond No. ES00014396
Issued in Triplicate

PRINCIPAL: Inliner Solutions, LLC

ATTEST:

Thomas Gottsegen, Asst. Secretary

(Signature)

James Richard, Treasurer
(Title)

(SEAL)

INLINER SOLUTIONS, LLC LIMITED LIABILITY SEAL May 1, 2002 INDIANA

SURETY: Everest Reinsurance Company
(Surety)

ATTEST:

Jessica R. Ciccille

(Signature)

Victoria P. Lyons
(Attorney-in-Fact)

****

APPROVED AS TO FORM:

By _____
Douglas R. Gonzales
City Attorney

APPROVED AS TO FINANCE:

By _____
David E. Keller
Financial Services Director

- END OF SECTION -

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

everest™

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Russell M. Canterbury, Jessica L. Piccirillo, Steven E. Susanin, Woodrow M. Baird, Diane Moraski, Victoria P. Lyons, Kathleen M. Flanagan, Richard A. Leveroni

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

***RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.*

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.

Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this **15th day of February 2023**, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Nicole Chase, Assistant Secretary of Everest Reinsurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 17 day of May 2023.

By: Nicole Chase, Assistant Secretary

ES 00 01 04 16

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	Brett Sauer		
Alliant Insurance Services Houston, LLC 5444 Westheimer, Suite 900 Houston, TX 77056	PHONE (A/C, No, Ext):	602-707-1931	FAX (A/C, No):	602-707-1932
	E-MAIL ADDRESS:	Brett.Sauer@alliant.com		

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Greenwich Insurance Company	22322
INSURER B:	XL Specialty Insurance Company	37885
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Inliner Solutions, LLC
4520 and 4804 N State
Road 37 Orleans, IN 47452

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CGD740922010	04/01/2023	04/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS-COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS			CAD740922110	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		CWD740921910	04/01/2023	04/01/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) This cancel and replaces certificate issued 5/12/2023
Re: Project No. 7103A: Inflow/Infiltration (I/I) Program - Cured-In-Place Pipe Lining, City of Hollywood, FL.
GL Per ISO Form CG 0001 04/13; AL Per ISO Form CA0001 11/20. The named insured reserves its rights to provide any additional coverages under the policies above to only those expressly negotiated for by contract. The General Liability and Commercial Auto policies include blanket Additional Insured endorsements that provide Additional Insured status to certain persons and organizations when required by written contract and subject to the terms and conditions of the endorsements.

CERTIFICATE HOLDER

City of Hollywood, FL
2600 Hollywood Boulevard
Hollywood, FL 33020

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

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POLICY NUMBER: CGD740922010

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

© Insurance Services Office, Inc., 2018

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

© Insurance Services Office, Inc., 2018

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

POLICY NUMBER: CGD740922010

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

© Insurance Services Office, Inc., 2018

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

POLICY NUMBER: CAD740922110

COMMERCIAL AUTO
CA 20 01 11 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: IPR ACQUISITIONCO, INC.
Endorsement Effective Date: April 1, 2023

SCHEDULE

Insurance Company:	**Greenwich Insurance Company**
Policy Number: CAD740922110	**Effective Date:** April 1, 2023
Expiration Date: April 1, 2024	
Named Insured: IPR ACQUISITIONCO, INC.	
Address: 8686 NEW TRAILS DRIVE, SUITE 115 THE WOODLANDS, TX 77381	
Additional Insured (Lessor): All Lessors	
Address:	
Designation Or Description Of "Leased Autos": All Leased Autos	

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

© Insurance Services Office, Inc., 2019

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Coverages	Limit Of Insurance Or Deductible	
Covered Autos Liability	$2,000,000	**Each "Accident"**
Comprehensive	$25,000	**Deductible For Each Covered "Leased Auto"**
Collision	$25,000	**Deductible For Each Covered "Leased Auto"**
Specified Causes Of Loss	$	**Deductible For Each Covered "Leased Auto"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
   a. You;
   b. Any of your "employees" or agents; or
   c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the Policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the Policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

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Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

ENDORSEMENT #

This endorsement, effective 12:01 a.m., April 1, 2023, forms a part of

Policy No. CAD740922110 issued to IPR ACQUISITIONCO, INC.

by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured,** is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or

2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

a. The written contract is in effect during the policy period of this policy;

b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and

c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

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Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

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ATTACHMENT C

SUPPLEMENTARY GENERAL CONDITIONS

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Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

General Note:

The General Conditions refer to specific section numbers in the Supplementary General Conditions. These reference numbers may not coordinate with the actual Article numbers utilized in the Supplementary General Conditions. The CONTRACTOR shall comply with all General Conditions and all Supplementary General Conditions as well as related conditions included in the General Requirements, Division 1 of the Technical Specifications. Incorrect cross-reference numbers shall not relieve this requirement.

1. Project Schedule

Time is of the essence for this work. The following defines the schedule for the project:

CONSTRUCTION WORK SCHEDULE
CONSTRUCTION / STARTUP / ACCEPTANCE:

Major Milestones	Completion Time (Calendar Days)	Liquidated Damages (Per Day)
Substantial Completion	**365**	**$500.00**
Project Closeout	**365**	**$500.00**

Failure to meet any of the above defined construction/startup/acceptance completion dates shall subject the CONTRACTOR to pay damages as specified in these Supplementary General Conditions in Article 3.

(1)Substantial Completion

1. Refer to Attachment B - General Conditions Articles 14.1 and 14.2. (Certification of Substantial Completion Services appended to the Supplementary General Conditions).

2. Substantial Completion shall also include:

   - Completion of all construction work associated with the specific "Major Milestone" listed in the construction work schedule including completion of punch list items. "Completion of punch list items" shall be as determined by the Engineer in the field.
   - Coating touchup completed.
   - Record shop drawings and O&M submittals received and accepted by the Engineer.
   - Record drawing red-lines received and accepted by the Engineer.
   - Guarantee certifications, performance affidavits, and all other certifications received and accepted by the Engineer.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Contractor shall also conform to construction sequence constraints as defined on the Drawings and in Specifications.

(2)Project Closeout

1. Refer to Division 1 General Requirement, Section 01700 Project Closeout.
2. Project Closeout shall also include:
   - All requirements of substantial completion met plus the following
   - Site cleanup and restoration completed
   - All other sitework completed
   - Minor punch list items completed (minor as defined by the Engineer in the field)
   - Demobilization completed
   - Releases from all parties who are entitled to claims

   The title "Engineer" utilized in these descriptions for substantial and final completion shall mean the City staff engineer assigned to this project, or his designated representative.

2. Insurance Requirements (Not Used. Refer to ARTICLE 2.25 of SECTION II – SPECIAL TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

3. Liquidated Damages

Liquidated damages shall be paid by the CONTRACTOR to the CITY for failure to complete work on time in accordance with the following schedule:

CONSTRUCTION/STARTUP/ACCEPTANCE:

Major Milestones	Completion Time (calendar days)	Liquidated Damages (Per Day)
1. Substantial Completion	**365**	**$500.00**
2. Project Closeout	**395**	**$500.00**

The CITY is hereby authorized to deduct the sums described above from the monies which may be due to the CONTRACTOR for the work under this contract. Liquidated damages shall be additive such that the maximum total which may be deducted shall be $500.00/day. Other damages for failure to meet warranty conditions as defined in other sections of the Specifications shall also be added with liquidated damages for failure to meet completion times.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

4. Restricted Area

The CONTRACTOR shall, in installing the new facilities, confine all activities within the CITY property, easement, and right-of-ways indicated.

5. Existing Facilities and Structures

All existing facilities shall be protected, and if damaged, shall be repaired by the CONTRACTOR at no additional cost to the CITY.

6. Explosives

Explosives shall not be used on this project.

7. Contract Documents

The CITY will provide the CONTRACTOR with one (1) set of Contract Documents after the Notice to Proceed.

8. Required Notifications

When provisions of the pertinent codes, standards or regulations conflict with this Specification, the more stringent shall apply.

Prior to any site work, the CONTRACTOR shall notify the Engineering and Construction Services Division Inspector at (954) 921-3930.

Prior to excavation at the site, the CONTRACTOR shall notify the appropriate utilities and Sunshine State One-Call of Florida, Inc. (formerly U.N.C.L.E.) at 1-800-432-4770 for locations of buried utilities.

Prior to closure of any CITY streets of alleyways, or other activity which requires the diversion of traffic, the CONTRACTOR shall notify and obtain the permission of the CITY of Hollywood Fire and Police Communications Section at (954) 967-4321.

9. Notice of Completion

See attached form.

10. Prevailing Wage Requirement

A. The CONTRACTOR shall be responsible for ensuring payment of the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by him/her or his/her SUBCONTRACTORS on the work covered by this contract which shall be not less than the prevailing rate of wages and fringe benefits payment or cash equivalent for similar skills or classifications of work as established by the General Wage Decision by the United States Department of Labor for Broward County, Florida that is in effect prior to the date the CITY issued the invitation for bids for this project (the prevailing rate of wages and fringes can be obtained at website http://www.access.gpo.gov/ davisbacon).

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

If the General Wage Decision fails to provide for a fringe benefit rate for any worker classification, then the fringe benefit rate applicable to such worker classification shall be the fringe benefit rate that has a basic wage rate closest in dollar amount to the work classification for which no fringe benefit rate has been provided.

B. Upon commencement of work, the CONTRACTOR and all of his/her SUB-CONTRACTORS shall post a notice in a prominent place at the work site stating the requirements of this Article.

C. As per the City of Hollywood Code of Ordinances, Prevailing Wage Requirements and Fringe Benefits are applicable to the following: (A) Utilities projects over $1,000,000.00 (one million dollars) and (B) All other projects over $500,000.00 (five hundred thousand dollars).

11. Inspections and Testing During Overtime

A. The following supplement Article 3.15 and 3.16 of the General Conditions:

For weekend work, CONTRACTOR shall submit a written request to the CITY by the preceding Wednesday. A separate request is required for each week that the CONTRACTOR wished to work on a weekend. For evening and holiday work, CONTRACTOR shall submit a written request to the CITY three (3) days in advance. The CITY will provide inspection services for all overtime work and the CONTRACTOR shall pay for inspection services per Article 3.15, no exceptions.

Similarly, Holiday and other overtime work shall be requested a minimum of 36-hours in advance and CITY will provide inspection for all overtime.

B. Exceptions to the hours and days of the week for work and other related limitations are allowed only for tie-ins during low flow periods / early morning hours, coatings that need to be applied during lower temperature times of the day and whenever the Documents specifically define that work shall be completed outside of the limitations for "normal" work hours, days, etc.

Inspection for tie-ins during low flow/early morning and specialty coating application performed during nighttime will not be cause for extra inspection costs unless such work is remedial in nature as a result of defective work.

12. Retainage

After Substantial Completion of the construction services purchased pursuant to this contract, CONTRACTOR may present to CITY a payment request for one-half of the retainage then held by CITY. CITY shall promptly make payment to CONTRACTOR, unless CITY has grounds for withholding the payment of retainage. CITY shall have grounds for withholding the payment of retainage with respect to any amounts that are the subject of a good-faith dispute, the subject of a claim brought pursuant to Florida Statute Section 255.05, or otherwise the subject of a claim or demand by CITY or CONTRACTOR.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

At acceptance of Substantial Completion, CITY shall promptly make payment to CONTRACTOR of one-half of the retainage then held by CITY. At acceptance of completion of all punch list items, CITY shall promptly make payment to CONTRACTOR the balance of retainage then held by CITY.

13. Owner's Contingency (NOT USED)

This allowance is in its entirety dedicated for the use of the Owner (The City of Hollywood) to address conditions (or work) associated with undefined conditions. All work resulting from undefined conditions shall be authorized in writing and in advance by the Owner, specifically the Director of Public Services, through the full execution of a Field Order. The actual amount to be paid per Field Order will be negotiated and agreed by both parties (the Owner and the Contractor). The final/negotiated amount of the field order will be deducted from the Owner's Allowance designated in the Bid Proposal and Schedule of Values. The Owner reserves the right to award none, any portion of, or all of the money associated with this allowance. By executing the CONTRACT between the City of Hollywood and the Contractor, the Contractor acknowledges that under no circumstances he or she should assume that he or she would be entitled to any amounts set aside by the City of Hollywood within the Owner's Allowance.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: **ENGINEER:** Engineering & Const. Services Division

TO: **CONTRACTOR:**

CONTRACT FOR:

NOTICE TO PROCEED DATE:

DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Portions of the work performed under this Contract as described above, have been reviewed and found to be substantially complete. The Date of Substantial Completion of Project or designated portion thereof designated above is hereby established as _____ which is also the date of commencement of applicable warranties required by the Contract Documents for the noted area.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the work or designated portion thereof is the date certified by the ENGINEER ("Date of Issuance" above) when construction is sufficiently complete, in accordance with the Contract Documents, so the CITY can occupy or utilize the work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the CONTRACTOR and verified and amended by the ENGINEER, for the above referenced "Project or Designated Portion" is attached to this form (attached "Punch List" dated _____).

The failure to include any items on such list does not alter the responsibility of the CONTRACTOR to complete all work in accordance with the Contract Documents.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

CERTIFICATE OF SUBSTANTIAL COMPLETION

Please note that in accordance with Article 14 General Conditions, the Contractor retains full responsibility for the satisfactory completion of all work regardless of whether the Owner occupies and / or operates a part of the facility and that the taking possession and use of such work shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.

City of Hollywood - ECSD

ENGINEER **BY** **DATE**

CONTRACTOR **BY** **DATE**

The CITY OF HOLLYWOOD, through the City's authorized representative, accepts the work or designated portion thereof as substantially complete and will assume full possession thereof at _____(time) on _____ _____ (date).

BY **DATE**

- END OF SECTION -

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

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Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

ATTACHMENT E

GENERAL CONDITIONS, PUBLIC UTILITIES

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ATTACHMENT B
GENERAL CONDITIONS, PUBLIC UTILITIES

CITY OF HOLLYWOOD, FLORIDA
GENERAL CONDITIONS
FOR CONSTRUCTION CONTRACTS

ARTICLE 1 - DEFINITIONS

In the interpretation of these Contract Documents the following terms shall have the meaning indicated:

ADDENDA - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Contract Documents.

CHANGE ORDER - A written order to CONTRACTOR executed in accordance with City procurement procedures, as amended authorizing an addition, deletion or revision in the work, or an adjustment in the Contract Price or the Contract Time, issued after the date of Award.

CITY (OWNER) - The City of Hollywood, Florida.

COMMISSION - The City Commission of the City of Hollywood, Florida, being the legislative body of the CITY as set forth in the City of Hollywood Charter.

CONTRACT - The written agreement between the CITY and the CONTRACTOR covering the work to be performed in accordance with the other Contract Documents which are attached to the Contract and made a part thereof.

CONTRACTOR - The person, firm, or corporation with whom the CITY has entered into the Contract.

CONTRACT DOCUMENTS - The Notice to Bidders, Instruction to Bidders, Proposal, Information Required of Bidders, all Bonds, Agreement, and all supporting documents, these General Requirements and Covenants, the Specifications, Drawings and Permits, together with all Addenda and Change Orders issued with respect thereto.

CONTRACT PRICE - Total monies payable by the CITY to the CONTRACTOR under the terms and conditions of the Contract Documents.

CONTRACT TIME - The number of days agreed to in the Proposal, commencing with the date of the Notice to Proceed for completion of the work.

CONTROL - shall mean having the primary power, direct or indirect, to influence the management of a business enterprise. The controlling party must have the demonstrable ability to make independent and unilateral business decisions on a day-to-day basis, as well as the independent and unilateral ability to make decisions which may influence and chart the future course of the business.

DATE OF SUBSTANTIAL COMPLETION - The date when the work on the project, or specified part thereof, is substantially completed in accordance with the Contract Documents, such that

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

the CITY can occupy or utilize the project or specified part thereof for the use and purpose for which it was intended as determined and accepted by the Engineer.

DAYS - Calendar days of 24 hours measured from midnight.

DRAWINGS - The drawings which show the character and scope of the work to be performed and which have been prepared by the DESIGN ENGINEER approved by ENGINEER and are referred to in and are a part of the Contract Documents.

ENGINEER - The Director of Public Utilities of the CITY of Hollywood, Florida, or his authorized designee.

EXCUSABLE DELAY - Delay caused by the CITY, hurricane, tornadoes, fires, floods, epidemics or labor strikes.

GENERAL CONDITIONS - That segment of the Contract Specifications incorporating the Provisions common to all CITY Construction Contracts.

INEXCUSABLE DELAY - Any delay caused either (i) by events or circumstances within the control of the CONTRACTOR not specified in the definition of excusable delay.

INSPECTOR - The authorized field representative of the ENGINEER.

LIQUIDATED DAMAGES - The amount prescribed in the General Requirements to be paid the CITY, or to be deducted from any payments due the CONTRACTOR for each day's delay in completing the whole or any specified portion of the work beyond the Contract Time.

NOTICE OF AWARD - The written notice by the CITY to the successful Bidder stating that upon his execution of the Agreement and other requirements as listed therein within the time specified the CITY will sign and deliver the Agreement.

NOTICE TO PROCEED - A written notice by the ENGINEER to the CONTRACTOR fixing the date on which the Contract Time will commence to run and on which the CONTRACTOR shall start to perform his obligation under the Contract Documents.

"OR EQUAL" - Equivalent or superior in construction, efficiency and effectiveness to a type, brand, model or process called out in the Contract Documents to establish a basis of quality as determined by the ENGINEER.

SHOP DRAWINGS - All certified affidavits, drawings, diagrams, illustrations, schedules and other data which are specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the WORK.

SPECIFICATIONS - Division 1 through 17 of these Contract Documents, consisting of administrative details and written technical descriptions of materials, equipment, standards and workmanship.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SUPPLEMENTARY CONDITIONS - Division 1 of the Contract Specifications incorporating the provisions peculiar to a specific project.

SUBCONTRACTOR - An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the work

SURETY - The person, firm or corporation responsible for the Bidder's acts in the execution of the Contract, or which is bound to the CITY with and for the CONTRACTOR to insure performance of the Contract and payment of all obligations pertaining to the work.

WORK - All the work materials or products specified, indicated, shown or contemplated in the Contract Documents to construct and complete the improvement, including all alterations, modifications, amendments or extension thereto made by Change Orders.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

ARTICLE 2 - ORGANIZATIONAL ABBREVIATIONS

Abbreviations of organizations which may be used in these Specifications are:

AASHTO: American Association of State Highway and Transportation Officials

ACI: American Concrete Institute

AIA: American Institute of Architects

AISC: American Institute of Steel Construction

AITC: American Institute of Timber Construction

ANSI: American National Standards Institute

APWA: American Public Works Association

ASTM: American Society for Testing and Materials

ASCE: American Society of Civil Engineers

ASME: American Society of Mechanical Engineers

ASHRAE: American Society of Heating, Refrigerating and Air Conditioning Engineers

AWPA: American Wood Preservers Association

AWWA: American Water Works Association

AWS: American Welding Society

BCEQCB: Broward County Environmental Quality Control Board

CRSI: Concrete Reinforcing Steel Institute

FDEP: Florida Department of Environmental Protection

FDNR: Florida Department of Natural Resources

FDOT: Florida Department of Transportation

FPL: Florida Power and Light

IEEE: Institute of Electrical and Electronic Engineers

NACE: National Association of Corrosion Engineers

NCPI: National Clay Pipe Institute

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

NEC:	National Electrical Code
NEMA:	National Electrical Manufacturers Association
NFPA:	National Fire Protection Association
OSHA:	Occupational Safety and Health Act
PCI:	Prestressed Concrete Institute
SFBC:	South Florida Building Code, Broward Edition, Latest Revision
SFWMD:	South Florida Water Management District
SSPC:	Structural Steel Painting Council
UL:	Underwriters' Laboratories, Inc.
UNCLE:	Utility Notification Center for Location before Excavation (1-800-432-4770)
USEPA:	United States Environmental Protection Agency
USGS:	United States Geological Survey
WWEMA:	Water and Wastewater Equipment Manufacturers Association

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

ARTICLE 3 - MISCELLANEOUS PRELIMINARY MATTERS

3.1 Contract Document Discrepancies:

Any discrepancies, conflicts, errors or omissions found in the Contract Documents shall be promptly reported to the ENGINEER who will issue a correction, if necessary, in writing. The CONTRACTOR shall comply with any corrective measures regarding the same as prescribed by the ENGINEER.

3.2 Submissions:

Unless indicated otherwise in the Contract Documents, within seven days subsequent to the CONTRACTOR executing and submitting the required documents of Article 2.13 in Section II - Special Terms and Conditions, the CONTRACTOR shall submit to the ENGINEER an estimated progress schedule indicating the starting and completion days of the various stages of the work. A preliminary Schedule of Values and a preliminary schedule of Shop Drawing submissions may also be required by Section 01300 of Division 1 - General Requirements.

3.3 Pre-construction Conference:

The Contractor will be required to attend a mandatory Pre- Construction Conference for review of the above schedules, establishing procedures and establishing a working understanding among the parties as to the work.

3.4 Contract Time:

The Contract Time will commence on the date of the Notice to Proceed and shall exist for the total number of days as specified in Attachment C – Supplementary General Conditions, Section 1, Project Schedule as modified by any subsequent Change Orders, Unless the CONTRACTOR fails to complete the requirements of Section II - Special Terms and Conditions, the additional time in days (including weekends) required to correctly complete the documents will be deducted by CITY from the Contract Time specified by the CONTRACTOR in this Proposal.

3.5 Computation of Time:

When any period of time is referred to the Contract Documents by days, it shall 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 legal holiday, such day shall be omitted from the computation.

3.6 Commencement of Work:

The CONTRACTOR shall not perform work at the site prior to the date of the Notice to Proceed.

3.7 Extension of Contract Time:

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Extensions of time shall be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the CONTRACTOR can clearly demonstrate, through schedule analysis, that the delay to the work as a whole arose in accordance with Article 11, Changes in Contract Time and that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the Project schedule. Time extensions shall not be granted until all float or contingency time, at the time of the delay, available to absorb specific delays and associated impacts, is used.

3.8 Notice and Service Thereof:

All notices, demands, requests, instructions, approvals and claims shall be in writing. Notices, demands, etc. shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the business address as defined at the Pre-Construction Conference.

3.9 Separate Contract:

The CITY reserves the right to let other Contracts in connection with this Project. The CONTRACTOR shall afford other Contractors reasonable opportunity for the introduction and storage for their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

3.10 Assignments of Contract:

No assignment by the CONTRACTOR of the Contract or of any part thereof, or any monies due or to become due thereunder shall be made.

3.11 Patents:

It is mutually understood and agreed that without exception, Contract prices are to include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. It is the intent that whenever the Contractor is required or desired to use any design, device, material or process covered by letters, patent, or copyright, the right for such use shall be provided for by suitable legal agreements with the Patentee or Owner and a copy of this agreement shall be filed with the ENGINEER. However, whether or not such an agreement is made or filed as noted, the CONTRACTOR and the Surety in all cases shall indemnify and save harmless the CITY from any and all claims for infringement by reason of the use of any such patented design, device, material or process, to be performed under the Contract, and shall indemnify the said CITY from any costs, expenses, and damages which it may be obliged to pay, by reason of such infringement, at any time during the prosecution or after the completion of the work.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

3.12 Federal Excise Tax:

The forms needed for applying for exemption certificates for materials and equipment, normally subject to the Federal Excise Tax, may be obtained from the Director of Internal Revenue, Jacksonville, Florida.

The CONTRACTOR is solely responsible for obtaining the desired exemption certificate from the Federal Government.

3.13 Savings Due to Excise Tax Exemptions:

The Bidder shall include in the Bid price the estimated cost of all goods, supplies and equipment which will be incorporated in the Work and the taxes that the Bidder would be required to pay if the Bidder were to purchase such goods, supplies or equipment. By subsequent Change Order(s), the parties shall reduce the Bid price to reflect any goods, supplies and equipment purchased directly by City and the resulting tax savings due to City's exemption from Excise Taxes.

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 State of Florida and its political subdivisions. Consistent with the tax exemption for municipalities provided by state law, CITY and CONTRACTOR shall jointly operate so that CITY may purchase directly, goods, supplies and equipment which will be incorporated into the Work. The goods, supplies and equipment that will be purchased by CITY shall be approved in advance by the parties.

With respect to all goods, supplies and equipment to be purchased by CITY, CONTRACTOR shall, on behalf of CITY, take all actions necessary and appropriate to cause all purchases to be made and shall be responsible for delivery of all such goods, supplies and equipment, including verification of correct quantities and documents or orders, coordination of purchases and delivery schedules, sequence of delivery, unloading, handling and storage through installation, obtaining warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods, supplies and equipment at the time of delivery, and other arrangements normally required for the particular goods, supplies or equipment purchased. Unless otherwise directed by CITY, such actions shall also include taking the lead in efforts to resolve any and all disputes with the vendor. CONTRACTOR shall ensure that each vendor of goods, supplies and equipment purchased by CITY agrees in writing to the terms and conditions contained in CITY'S standard purchase order, which terms and conditions are set forth in Attachment C - Supplementary General Conditions of the Contract Documents. Even though CITY may purchase such goods, supplies and equipment, the goods, supplies and equipment shall be stored at the site in the same manner as goods, supplies and equipment purchased by CONTRACTOR.

CONTRACTOR shall hold CITY harmless from delays in manufacturing, delivery, and other unforeseen conditions that may arise as part of the procurement of CITY-purchased goods, supplies and equipment.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

3.14 Overtime Work:

The CONTRACTOR shall receive no additional compensation for overtime work, i.e., work in excess of eight hours in any one calendar day or 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the ENGINEER in writing. Additional compensation will be paid the CONTRACTOR for overtime work only in the event extra work is ordered by the ENGINEER and the Change Order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime work of a similar nature in the same locality.

3.15 Inspections and Testing during Overtime:

The CONTRACTOR shall establish a normal work schedule which does not exceed eight hours per day in a normal work day nor 40 hours per week in a normal work week. Normal work days shall be Monday through Friday. Whenever CONTRACTOR's work requires scheduled overtime, unless such overtime work is specifically required by the Contract Documents, CONTRACTOR shall reimburse the CITY for the extra costs incurred for providing Inspectors. Overtime shall be scheduled only after CONTRACTOR obtains written permission from the CITY. A change order shall be prepared to cover the CITY costs. Inspector costs shall be charged to the CONTRACTOR at a rate of $80.00 per hour with a minimum of four hours charged for weekends and holidays. If the CONTRACTOR has an overtime work force size of fifty or more persons a second Inspector will be required and the costs for two Inspectors will be $160.00 per hour.

3.16 Nights, Sunday or Holiday Work:

Except upon specific permission of the ENGINEER, the CONTRACTOR shall not perform any work on Sundays or on legal State or Municipal holidays. In accordance with City of Hollywood Code of Ordinances, Section 21.49, no work between 6:00 p.m. and 8:00 a.m. will be permitted, except in case of an emergency, that violates Section 21.49 concerning noise levels. All costs of testing and inspection performed during night, Sunday or holiday work shall be borne by the CONTRACTOR. The CONTRACTOR shall notify all regulatory agencies, including but not limited to the City Police Department, Fire Department, and Code Enforcement Department.

3.17 Injury or Damage Claims:

Should CITY or CONTRACTOR suffer injury or damage to their person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage. However, nothing herein shall be deemed to affect the rights, privileges and immunities of City as are set forth in Section 768.28, Florida Statutes.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

ARTICLE 4 - CONTRACT DOCUMENTS

4.1 Intent:

The Contract Documents comprise the entire Agreement between the CITY and CONTRACTOR concerning the work. The Contract Documents can be altered only by Change Order. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. It is the intent of the Contract Documents that the CONTRACTOR, for due consideration, shall furnish all equipment, material, supervision and labor, (except as may be specifically noted otherwise) required or necessary to complete the work in total accordance with said Documents. It is the intent of the Drawings and Specifications to describe the Project to be constructed in accordance with the Contract Documents. Any work that may reasonably be inferred from the Drawings or Specifications as being required in order to produce the intended result shall be supplied whether or not it is specifically called for.

4.2 Order of Precedence of Contract Documents:

In resolving differences resulting from conflicts, errors or discrepancies in any of the following Contract Documents, the order of precedence shall be as follows:

1. Permits
2. Change Orders
3. Contract Agreement
4. Specification
5. Drawings

Within the Specifications the order of precedence is as follows:

1. Addenda
2. Section I - Introduction
3. Section II – Special Terms and Conditions
4. General Terms & Conditions
5. Attachment C- Supplementary General Conditions
6. Attachment B - General Conditions
7. Division 1, General Requirements
8. Technical Specifications
9. Referenced Standard Specifications

With reference to the Drawings the order of precedence is as follows:

1. Figures Govern over Scaled Dimensions
2. Detail Drawings Govern over General Drawings
3. Change Order Drawings Govern over Contract Drawings
4. Contract Drawings Govern over Standard or Shop Drawings

4.3 Reference To Standards:

Any reference to standard Specifications, manuals or codes of any organization or governmental authority shall mean the latest edition, in effect as of the Bid Opening Date.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

ARTICLE 5 - BONDS AND INSURANCE

5.1 Bid Guarantee:

Bidders maybe required to submit a Bid Guarantee in an amount indicated in the SECTION II - SPECIAL TERMS AND CONDITIONS. This Guarantee may be a Certified or Cashier's Check on a solvent National or State Bank, or a Bid Bond written by a Surety licensed to do business in Florida and rated at least "A", Class X in the latest edition of "Best's Key Rating Guide" published by A.M. Best Company.

5.2 Performance and Payment Bond:

CONTRACTOR shall furnish Performance and Payment Bonds, in amounts equal to the Contract Price as Security for the faithful performance and payment of CONTRACTOR's obligations. The Bond or Bonds shall remain in effect one year after the date of final payment. The Surety must be qualified as specified above in Paragraph 5.1. However, the City reserves the right to require additional bonds as set forth in Article 5 of the Contract.

5.3 Signatures:

All Bonds signed by an Agent must be accompanied by a Certified copy of the authority to act, with said copy having been signed (not typed nor printed) by an Officer of the Surety and carrying the seal of the Surety.

5.4 Insurance Coverage:

Within ten days from Notice of Award the CONTRACTOR shall purchase and maintain such insurance as specified in Article 2.25 of Section II – Special Terms and Requirements as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR's operations under the Contract or Contract Documents, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

5.5 Certificates of Insurance:

Within ten days of award, the Contractor shall obtain a Certificate of Insurance reflecting the necessary coverages as required by the Contract Documents. Certificates of Insurance shall contain a provision that coverages afforded under the policies will not be canceled until at least 30 days prior written notice has been given to the CITY. The City of Hollywood must be named as additional insured on all coverage with the exception of Workmen's Compensation. Policies shall be issued by companies authorized to do business under the Laws of the State of Florida. Policyholders and Financial Ratings must be no less than "A" and Class X respectively in the latest edition of "Best Key Rating Guide", published by A.M. Best Company.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

5.6 Insurance Limits of Liability:

The insurance required by this Article shall be written for no less than the level of liability specified in "Insurance Requirements", Section 2 of the Supplementary General Conditions, or required by law, whichever is greater. The insurance shall include contractual liability insurance applicable to the CONTRACTOR's obligations under this contract.

The level required in Section 2 of the Supplementary General Conditions will not be reduced for any reason.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

ARTICLE 6 - AVAILABILITY OF LAND; REFERENCE POINTS

6.1 Rights-of-Way:

Lands or Rights-of-Way for the work to be constructed under the Contract will be provided by the CITY. Nothing contained in the Contract Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands or Rights-of-Way provided. Any additional lands or Rights-of-Way required for construction operations shall be provided by the CONTRACTOR at his own expense; provided, that the CONTRACTOR shall not; and the CITY nor the ENGINEER shall not be liable for any claims or damages resulting from the CONTRACTOR's unauthorized trespass or use of any such properties.

6.2 Permits:

When required by Article 2.16 of the Section II – Special Terms and Conditions, the CONTRACTOR shall secure, from the agencies having jurisdiction, the necessary permits to create obstructions, to make excavations if required under the Contract, and to otherwise encroach upon Rights-of-Way, and to present evidence to the ENGINEER that such permission has been granted, before work is commenced. Regulations and requirements of all agencies concerned shall be strictly adhered to in the performance of the Contract. The enforcement of such requirements under the Contract shall not be made the basis for additional compensation.

6.3 Lines and Grades:

The CONTRACTOR shall furnish all grades and all other lines required for the proper execution of the work.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.1 Laws/Regulations to Be Observed:

The CONTRACTOR shall familiarize himself and comply with all Federal, State, County and CITY laws, by-laws, ordinances or regulations controlling the action or operation of those engaged or employed in the work or affecting material used, and govern himself in accordance with them. He shall indemnify and save harmless the CITY and all of its officers, agents and employees against any claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or decrees, whether by himself or his employees or Subcontractors.

7.2 Indemnification of City:

(a) Refer to ARTICLE 1.46 – INDEMNIFICATION AND HOLD HARMLESS AGREEMENT of Section IV – General Terms and Conditions.

(b) Refer to ARTICLE 1.47 – PATENT AND COPYRIGHT INDEMNIFICATION of Section IV – General Terms and Conditions.

(c) The provisions of (a) and (b) above shall survive the expiration or earlier termination of the Contract Documents.

7.3 Guarantee of Payments:

The CONTRACTOR guarantees the payments of all just claims for materials, supplies, tools, labor and other just claims against him, or any Subcontractor in connection with this Contract, and his bond will not be released by final acceptance and payment by the CITY unless all such claims are paid or released.

7.4 Permits and Licenses:

The CONTRACTOR shall obtain all permits and licenses required by the Contract Documents. A copy of the permit(s) and such conditions and requirements thereon are a part of the Contract Documents. Failure to obtain such permits or licenses shall subject the CONTRACTOR to the provisions of the South Florida Building Code, Broward Edition.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

7.5 Emergencies:

In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or CITY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby.

7.6 Substitutes or "Or Equal":

A. Substitutes or "Or-Equal" Materials or Equipment:

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by the ENGINEER if sufficient information submitted by the CONTRACTOR to allow the ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The ENGINEER will be allowed 30 days within which to evaluate each proposed substitute. The ENGINEER will be the sole judge of acceptability, and NO SUBSTITUTE WILL BE ORDERED, INSTALLED OR UTILIZED WITHOUT THE ENGINEER's PRIOR WRITTEN ACCEPTANCE which will be evidenced by either a Change Order or an approved set of Shop Drawings. Requests for review of substitute items of material and equipment will not be accepted by the ENGINEER from anyone other than the CONTRACTOR. The procedure for review by the ENGINEER is as follows:

If the CONTRACTOR wishes to furnish or use a substitute item of material or equipment, the CONTRACTOR shall make written application to the ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. In addition, the application shall

1. State that the evaluation and acceptance of the proposed substitute will not prejudice the CONTRACTOR's achievement of completion on time.

2. State whether or not acceptance of the substitute for use in the WORK will require a change in any of the Contract Documents to adapt design to the proposed substitute. The CONTRACTOR shall be responsible for any extra design adaptation costs associated with a proposed substitute.

3. State whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty.

4. Provide complete substitute identification and description, including manufacturer's and local distributor's name and address, performance and test data, and reference standards.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

5. Provide samples, as required by ENGINEER.

6. Provide name and address of similar projects on which the proposed substitute has been used, and date of installation.
7. Identify all variations of the proposed substitute from that specified.

8. Indicate available maintenance, repair and replacement service.

9. Submit an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other Contractors affected by the resulting change. The CONTRACTOR shall be responsible for the costs of redesign and claims of other Contractors.

10. Provide any additional data about the proposed substitute as the ENGINEER may require of the CONTRACTOR.

B. Substitute means, method, technique, sequence or procedure of construction:

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, the CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the ENGINEER, if the CONTRACTOR submits sufficient information to allow the ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by the ENGINEER will be similar to that provided in Paragraph 7.6 A.

C. The CITY may require the CONTRACTOR to furnish at the CONTRACTOR's expense, a special performance guarantee or other surety with respect to any substitute.

D. The ENGINEER will record time required by the ENGINEER and/or the ENGINEER's consultants in evaluating substitutions proposed by the CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute, THE CONTRACTOR SHALL REIMBURSE THE CITY FOR THE CHARGES OF THE ENGINEER AND THE ENGINEER's CONSULTANTS FOR EVALUATING EACH PROPOSED SUBSTITUTE.

E. Any and all costs which result from changes to/adaptations of the work shall be paid by the CONTRACTOR including but limited to design, materials, installation, etc.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

7.7 Shop Drawings:

Shop Drawing submittals shall be as follows:

A. The CONTRACTOR shall submit a sufficient number of copies of each Shop Drawing to enable the ENGINEER to retain three copies unless additional copies are specified in the Contract Documents. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.

B. The CONTRACTOR shall submit Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, fabricated structures, manufactured articles and structural components Manufacturer's Certified Affidavit that the item supplied complies with the design Specifications, and all other submittal requirements.

C. Shop Drawings for structural components, electrical or mechanical systems shall be Certified by a Registered Engineer of the discipline involved.

D. The CONTRACTOR shall thoroughly review and check the Shop Drawings, and each and every copy shall show his approval thereon. If the Shop Drawings show or indicate departures from the Contract requirements, the CONTRACTOR shall make specific mention thereof in his letter of transmittal. Failure to point out such departures shall not relieve the CONTRACTOR from his responsibility to comply with the Drawings and Specifications.

E. No approval will be given to partial submittals of Shop Drawings for items which interconnect and/or are interdependent. It is the CONTRACTOR's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them himself and then make one submittal to the ENGINEER along with his comments as to compliance, non-compliance, or features requiring special attention.

F. If catalog sheets or prints of manufacturer's standard drawings are submitted as Shop Drawings, any additional information or changes on such Drawings shall be typewritten or lettered in ink.

G. The CONTRACTOR shall keep one set of Shop Drawings marked with the ENGINEER's approval at the job site at all times.

H. Where a Shop Drawing or sample is required by the Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the ENGINEER.

I. Approval of the Shop Drawings shall constitute approval of the subject matter thereof only, and not of any structure, material, equipment or apparatus shown or indicated. The approval of the Shop Drawings will be general and shall not relieve the CONTRACTOR of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the contract and not indicated on the Drawings. Approval shall not relieve the CONTRACTOR from responsibility for errors or omissions of any sort on the Shop Drawings.

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7.8 Personnel:

A. Supervision and Superintendence:

1. The CONTRACTOR shall supervise 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. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the CONTRACTOR shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. The CONTRACTOR shall be responsible to see that the finished work complies accurately with the Contract Documents.

2. The CONTRACTOR shall keep on the work at all times during its progress a competent resident Superintendent fluent in both oral and written communication in the English language, who shall not be replaced without written notice to the ENGINEER except under extraordinary circumstances. The Superintendent will be the CONTRACTOR's representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the Superintendent shall be as binding as if given to the CONTRACTOR.

B. Workforce:

1. None but skilled workers shall be employed on work requiring special qualifications. When required in writing by the ENGINEER, the CONTRACTOR or any Subcontractor shall discharge any person who is, in the opinion of the ENGINEER, incompetent, disorderly or otherwise unsatisfactory, and shall not again employ such discharged person on the work except with the consent of the ENGINEER. Such discharge shall not be the basis of any claim for damages against the CITY or any CITY agents.

2. With respect to all skilled, semi-skilled and unskilled workers employed on the Project under this Contract, preference in employment shall be given to persons residing in Hollywood when such persons are available and qualified to perform the work to which the employment relates. No person shall be employed in violation of the State or National Labor Laws. No person under the age of 16 years shall be employed on a Project under the Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed on the Project under this Contract; provided that this shall not operate against the employment of physically handicapped persons, otherwise employable where such persons may be safely assigned to work which they can ably perform. No person currently serving sentences in a penal or correctional institution and no inmate of an institution for

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

mentally defective shall be employed on a Project under this Contract without specific approval of the ENGINEER.

3. No discrimination shall be made in the employment of persons on the work by the CONTRACTOR or by any Subcontractor under him, because of the race, color, sex, age or religion of such persons, and there shall be full compliance with the provisions of applicable State and Federal laws in this regard.

7.9 Safety and Protection:

A. Federal Safety and Health Regulations:

The CONTRACTOR and Subcontractors shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the Secretary of Labor under the "Occupational Safety and Health Act of 1970".

B. Responsibilities:

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The 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 employees on the work and other persons who may be affected thereby.

2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocating or replacement in the course of construction.

C. Designated Safety Officer:

The CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR's Superintendent unless otherwise designated in writing by the CONTRACTOR to the ENGINEER.

D. Protection of the Work:

Until acceptance of the work by the CITY, it shall be under the charge and in care of the CONTRACTOR and he shall take every necessary precaution against injury or damage to the work by action of the elements or from the execution or from the non-execution of the work. The CONTRACTOR shall rebuild, restore and make good, at his own expense, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance.

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7.10 Traffic Control, Public Safety and Convenience:

A. The CONTRACTOR shall at all times conduct his work so as to assure the least possible obstruction to traffic and inconvenience to the general public, and provide adequate protection of persons and property in the vicinity of the work.

B. WHEN THE NORMAL FLOW OF TRAFFIC WILL BE IMPAIRED OR DISRUPTED IN ANY MANNER ON ANY STREET, THE CONTRACTOR SHALL NOTIFY THE POLICE TRAFFIC SERGEANT AT 921-3610 AT LEAST 48 HOURS IN ADVANCE.

C. Streets shall not be closed, except when and where directed by the ENGINEER, and whenever a street is not closed the work must be conducted with the provision for safe passageway for traffic at all times. The CONTRACTOR shall make all necessary arrangements concerning maintenance of traffic and selection of detours required.

D. When permission has been granted to close an existing roadway, or portion thereof, the CONTRACTOR shall furnish and erect signs, barricades, lights, flags and other protective devices as necessary subject to the approval of the ENGINEER. From sunset to sunrise, the CONTRACTOR shall furnish and maintain as many yellow lights as the ENGINEER may direct.

E. During working hours the CONTRACTOR shall furnish watchmen in sufficient numbers to protect and divert the vehicular and pedestrian traffic from working areas closed to traffic, or to protect any new work. Failure to comply with this requirement will result in the ENGINEER shutting down the work until the CONTRACTOR shall have provided the necessary protection.

F. No separate payment will be made for such signs, barricades, lights, flags, watchmen or other protective devices as required, with all costs thereof deemed to be included in the prices bid for the various items scheduled in the bid.

G Sidewalks, gutters, drains, fire hydrants and private drives shall, in so far as practicable, be kept in condition for their intended uses. While the work is actually going on at any location, as much as half the street width at that location may be barricaded to exclude traffic entirely, but street traffic shall not be obstructed needlessly. Fire hydrants on or adjacent to the work shall be kept accessible to fire apparatus at all times, and no material or obstruction shall be placed within ten feet of any such hydrant.

H. Construction material stored upon the public street shall be placed so as to cause as little obstruction to the general public as is reasonably possible.

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7.11 Use of Explosives:

When the use of explosives is necessary for the prosecution of the work, the CONTRACTOR shall observe the utmost care so as not to endanger life or property, and whenever directed, the number and size of charges shall be limited. All explosives shall be stored in a secure manner and all such storage places shall be marked clearly "DANGEROUS EXPLOSIVES" and shall be in care of a competent watchman at all times. The CONTRACTOR must familiarize himself with all laws and ordinances pertaining thereto, and govern himself and his employees accordingly.

7.12 Loading of Structures:

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the work or adjacent property to stresses or pressures that will endanger it.

7.13 Concerning Subcontractors:

A. The CONTRACTOR, with his own forces, shall perform no less than 25% of the work as determined by the Contract price. Each Subcontractor shall be properly licensed for the type of work he is to perform.

B. A copy of each Sub-Contract shall be filed promptly with the ENGINEER upon request. Each Sub-Contract shall contain a reference to the Contract between the CITY and the CONTRACTOR, and the terms and conditions of the Contract shall be made a part of each Sub-Contract. Each Sub-Contract shall provide for annulment of same by the CONTRACTOR upon written order of the ENGINEER if the Subcontractor fails to comply with the requirements of this Contract.

C. The CONTRACTOR shall be responsible to the CITY and ENGINEER for the acts and omissions of his Sub- Contractors and their employees to the same extent as he is responsible for the acts and omissions of his own employees. Nothing contained in this Contract shall create any contractual relationship between any Subcontractor and the CITY or ENGINEER nor relieve the CONTRACTOR of any liability or obligation under this Contract.

7.14 Materials and Equipment:

A. Material for the Work:

1. The CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

2. Unless otherwise specified, shown or permitted by the ENGINEER, all material and equipment incorporated in the work shall be new and of current manufacture. The ENGINEER may request the CONTRACTOR to furnish manufacturer's certificates to this effect.

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3. The ENGINEER may require any or all materials to be subjected to test by means of samples or otherwise, at production points or after delivery. The CONTRACTOR shall afford such facilities as the ENGINEER may require for collecting and forwarding samples, which samples shall be furnished by the CONTRACTOR without charge. The CONTRACTOR shall furnish evidence satisfactory to the ENGINEER that the materials and finished articles have passed the required test prior to the incorporation of such materials and finished articles in the work. Unless otherwise provided, the cost of such inspection and testing shall be as provided in Article 12.2.

4. All packaged manufactured products for use on the work shall be delivered to the work in their original, unopened packages, bearing thereon the manufacturer's name and the brand name of the product.

5. Wherever any product or material is selected to be used on the work, all such products or material shall be of the same brand and manufacture throughout the work.

6. All equipment, tools and machinery used for handling material or executing any part of the work shall be maintained in a satisfactory working condition. All equipment utilized on any portion of the work shall be such that no injury to personnel, the work, adjacent property or other objects will result from its use.

7. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

B. Storage of Materials:

1. All materials and equipment including that ordered by the CITY designed for permanent installation in the work shall be properly stored by the CONTRACTOR to insure protection against deterioration of any type. These materials shall be placed as to cause a minimum of inconvenience to other contractors on the work and to the public. The storage piles shall be arranged to facilitate inspections, and any deterioration shall be grounds for rejection.

2. Materials stored in public Rights-of-Way, shall be stored in such a manner so as to be compatible with the Traffic Control requirements set forth in Paragraph 7.10. Materials shall be stored so as not to deny access to public or private property. Stored materials shall be adequately marked with barricades and/or flashing warning lights, where necessary, so as to protect the materials from damage and to protect the public health, safety and welfare.

3. Lawns, grass plots or other private property shall not be used for storage purposes without written permission of the Owner or Lessee of that private

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property. Should the CONTRACTOR desire to store equipment or materials of any kind on the property of the CITY, he must obtain permission from the ENGINEER. The CITY reserves the right to order materials to be removed or relocated in such approved storage areas, if necessary.

4. The protection of stored materials shall be the CONTRACTOR's responsibility and the CITY OF HOLLYWOOD shall not be liable for any loss of materials, by theft or otherwise, nor for any damage to the stored materials.

C. Salvage of Materials and Equipment:

The CITY reserves the right to retain title to all soil, sand, stone, gravel, equipment, machinery or any other material that was a part of the structure, site or Right- of-Way and which was developed from excavations or other operations connected with the work. The CONTRACTOR will be permitted to use in the work, without charge, any such material which meets the requirements of the Contract Documents. For that material which the CITY desires to retain the CONTRACTOR shall, at his expense, transfer to a site within the CITY as designated by the ENGINEER. That material which the CITY does not wish to retain shall be the property of the CONTRACTOR and removed from the site at CONTRACTOR's expense.

7.15 Temporary Utilities:

The CONTRACTOR shall provide and maintain at his own expense, all water, power, telephone and sanitary facilities as required to comply with State and/or local Codes and Regulations. If water, including that for testing is required, it is the CONTRACTOR's responsibility to arrange through the CITY Water Department for a water meter. A deposit to be paid by the CONTRACTOR is required for meter rental and all water shall be purchased at the prevailing rate.

7.16 Review of Records:

The CONTRACTOR shall allow and permit the ENGINEER or his duly authorized representative to inspect and review all payrolls, records of personnel, conditions of employment, invoice of materials, books of accounts and other relevant data and records pertinent to the CONTRACT and Sub-Contracts.

7.17 Use of Premises:

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or required by the Contract Documents, and shall not interfere with the premises or operation of the City Utilities facilities with construction equipment or other materials or equipment. Construction which interferes with Plant Operations shall be fully coordinated and approved by the ENGINEER.

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7.18 CONTRACTOR's Daily Reports:

Except where otherwise provided, the CONTRACTOR shall complete a daily report indicating manpower, major equipment, Subcontractors, etc., involved in the performance of the work. The daily report shall be completed on forms approved by the ENGINEER, and shall be submitted to the ENGINEER at the conclusion of each work day.

7.19 Record Documents:

The CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings and samples at the site, in good order and annotated to show all changes made during the construction process. These shall be available to ENGINEER for examination and shall be delivered to ENGINEER upon completion of the work.

7.20 Cleanliness of the Site:

During the progress of the work, The CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work. At the completion of the work the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the site clean and ready for occupancy by the CITY. The CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

7.21 Dust Control:

It shall be the CONTRACTOR's responsibility to control dust by watering as directed by the ENGINEER. The water used shall be paid for by the CONTRACTOR. Should the CONTRACTOR fail to control dust to the satisfaction of the ENGINEER, the CITY will control the dust by whatever means the CITY desires and the CONTRACTOR shall pay all expenses incurred by the CITY associated with the control of the dust.

7.22 Continuing the Work:

The CONTRACTOR shall carry on the work and maintain the Progress Schedule during all disputes or disagreements with the CITY. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the CONTRACTOR and the CITY may otherwise agree in writing.

7.23 Indemnification:

In consideration of the amount listed in the Bid Form and other valuable consideration, the Contractor shall defend, indemnify and save harmless the CITY, its officers, agents, and employees from or on account of any personal injury, loss of life or damage to property received or sustained by any person or persons during or on account of any operations connected with the construction of this Project; or by or in consequence of any negligence (excluding negligence of the CITY), in connection with the same; or by use of any improper materials or by or on account of any use of any improper materials or by or on account of any act or omission of the said Contractor or his subcontractor, agents, servants or employees. Contractor agrees to indemnify and save harmless the

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CITY against any liability arising from or based upon the violation of any federal, state, county or city laws, by-laws, ordinances or regulations by the Contractor, his subcontractor, agents, servants or employees. Contractor further agrees to indemnify and save harmless the CITY from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the CITY on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the CITY for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above shall obligate the Contractor to defend at his own expense or to provide for such defense, at the CITY's option, any and all claims or liability and all suits and actions of every name and description that may be brought against the Owner which may result from the operations and activities under this Contract whether the construction operations be performed by the Contractor, his subcontractor or by anyone directly or indirectly employed by either.

Nothing in this indemnification shall be deemed to affect the rights, privileges or immunities of the CITY as set forth in Section 768.28, Florida Statutes.

The CITY will pay to the Contractor the specific consideration, in the amount stated in the Bid Form. The Contractor shall acknowledge the receipt of payment and other good and valuable consideration from the Owner which has been paid to him as specific consideration for the indemnification provided herein and in accordance with the provisions of Chapter F.S.A., Section 725.06.

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ARTICLE 8 - CITY'S RESPONSIBILITIES

8.1 Communications:

The CITY shall issue all communications to the CONTRACTOR through the ENGINEER.

8.2 Furnish Contract Documents:

The CITY shall furnish the number of Contract Documents as specified in the Supplementary General Conditions to the CONTRACTOR at no cost. Referenced Standard Specifications Manuals, guidebooks, etc., will not be provided.

8.3 Furnish Right-of-Way:

The CITY shall furnish the necessary land or Right-of-Way on which the work is to be accomplished, and will provide lines and grades as specified in Article 6.

8.4 Timely Delivery of Materials:

The CITY shall be responsible for the delivery of any CITY furnished material, equipment or labor as specified in the Contract Documents.

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ARTICLE 9 - ENGINEER'S STATUS

9.1 Authority of the Engineer:

A. The general supervision of the execution of this Contract is vested in the ENGINEER who is the CITY's sole representative during the construction period. The instructions of the ENGINEER are to be strictly and promptly followed in every case. The CONTRACTOR's representative (Article 7.8 A. 1.) shall be responsible for the execution of any instructions given by the ENGINEER during the absence of the CONTRACTOR.

B. The ENGINEER is the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work. Claims, disputes and other matters relating to the acceptability of work or requirements of the Contract Documents shall be referred in writing to the ENGINEER within 15 days of the event, with a request for a formal decision, which the ENGINEER will render in writing within a reasonable time. This rendering of a decision by the ENGINEER will be a condition precedent to any exercise by the CITY or CONTRACTOR of rights or remedies as either may otherwise have under the Contract Documents or at law in respect to any such claim, dispute or other matter.

C. The ENGINEER will issue with reasonable promptness any written clarifications or interpretations of the Contract Documents as he shall deem necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If, as a result of a clarification or interpretation, either the CONTRACTOR or ENGINEER believes a Change Order is justified, it shall be submitted.

D. The ENGINEER has approval authority over the acceptability of all material or equipment furnished, Shop Drawings, Change Orders, work performed and the rate of progress of the work. Verification of the quantities of work performed for pay purposes is the responsibility of the ENGINEER.

E. The ENGINEER also has the authority to disapprove or reject work which is defective, and may require special inspection or testing of the work, whether or not it is fabricated, installed or completed.

F. The ENGINEER has the authority to suspend the work wholly or in part for such period or periods as may be deemed necessary, due to the unsuitable prosecution of the work, or for such time as is necessary due to failure on the part of the CONTRACTOR to carry out orders given or perform any or all provisions of the Contract. The CONTRACTOR shall not suspend the work and shall not remove any equipment, tools, lumber or other materials without the written permission of the ENGINEER.

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9.2 Access to the Work:

The ENGINEER is to have free access to the materials and work at all times for laying out, measuring or inspecting same, and the CONTRACTOR is to afford him all necessary facilities and assistance for so doing.

9.3 Limitations on The ENGINEER's Responsibilities:

A. Neither the ENGINEER's authority to act under this Article or elsewhere in the Contract Documents nor any decision made by the ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor or any of their agents or employees or any other person performing any of the work.

B. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirement, direction, review or judgment of the ENGINEER as to the work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that the ENGINEER has authority to supervise or direct performance of the work.

C. The ENGINEER will not be responsible for the CONTRACTOR's means, methods, techniques, sequences or procedures of construction, nor the safety precautions and programs incident thereto, and the ENGINEER will not be responsible for the CONTRACTOR's failure to perform the work in accordance with the Contract Documents.

D. The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or subcontractor, or of any other persons at the site or otherwise performing any of the work.

9.4 Inspectors:

A. Inspectors employed by the CITY assist the ENGINEER in ascertaining the work conforms to the Contract Documents and are authorized to inspect all work done and material furnished as representatives of the ENGINEER. Inspectors shall be stationed at the site of the work to report to the ENGINEER as to the progress of the work and the quality of workmanship and material.

B. In case of any dispute arising between the CONTRACTOR and the Inspector, the Inspector shall have the authority to reject material or to suspend the work until the question of issue can be referred to and decided upon by the ENGINEER.

C. If the CONTRACTOR refuses to suspend operation on verbal order, the Inspector shall issue a written order giving the reason for shutting down the work.

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After placing the order in the hands of the man in charge, the Inspector shall immediately leave the job. work done during the absence of the Inspector, after such written notice, will not be accepted nor paid for.

D. Inspectors are not authorized to revoke, alter, enlarge, relax or release any requirements of these Contract Documents, nor to issue instructions contrary to them. Inspectors shall in no case act as foreman or perform other duties for the CONTRACTOR, nor interfere with management of the work by the latter. Any instructions which Inspectors may give the CONTRACTOR shall in no way be construed as releasing the CONTRACTOR from fulfillment of the terms of the Contract.

E. The payment of any compensation, whatever may be its character or form, or the giving of any gratuity, or the granting of any valuable favor, by the CONTRACTOR to any Inspector, directly or indirectly, is strictly prohibited and any such act on the part of the CONTRACTOR will constitute a violation of this Contract and may subject the CONTRACTOR to other penalties provided for by law or ordinance.

9.5 Inspections:

A. The ENGINEER will make, or have made, such inspections and tests as he deems necessary to assure that the work is being accomplished in accordance with the requirements of the Contract. In the event such Inspections or tests reveal non-compliance with the requirements of the Contract, the CONTRACTOR shall bear the cost of such corrective measures as well as the cost of subsequent reinspection and retesting.

B. Work done in the absence of a prescribed inspection may be required to be removed and replaced under proper inspection. The entire cost of removal and replacement, including the cost of all material which may be furnished by the CITY and used in the work thus removed, shall be borne by the CONTRACTOR, regardless of whether the work removed is found to be defective or not. Work covered up without the authority of the ENGINEER, shall, upon order of the ENGINEER, be uncovered to the extent required, and the CONTRACTOR shall similarly bear the entire cost of performing all the work and furnishing all the material necessary for the removal of the covering and its subsequent replacement.

C. Unless otherwise provided, the cost of inspection and all inspection fees imposed by public agencies other than the fees associated with the issuance of the Master Building Permit by the City of Hollywood shall be paid by the CONTRACTOR.

D. No inspection nor any failure to inspect at any time or place shall relieve the CONTRACTOR from any obligation to perform all of the work in strict conformance with the requirements of the Contract Documents.

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ARTICLE 10 - CHANGES IN THE WORK/CONTRACT PRICE

10.1 Changes in the Work or Terms of Contract Documents:

A. Without invalidating the Contract and without notice to any surety CITY reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any extra or additional work within the scope of this Project must be accomplished by means of appropriate Clarifications, Field Orders, or Change Orders.

B. Any changes to the terms of the Contract Documents must be contained in a written document, executed by the parties hereto, with the same formality and of equal dignity prior to the initiation of any work reflecting such change.

This section shall not prohibit the issuance of Change Orders executed only by CITY as hereinafter provided.

10.2 Supplemental Instructions - Clarifications:

A. The CITY, through the ENGINEER, shall have the right to approve and issue Clarifications setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, providing the Clarifications involve no change in the Contract Price or the Contract Time.

B. The ENGINEER shall have the right to approve and issue Clarifications setting forth written orders, instructions, or interpretations concerning the Contract Documents or its performance, provided such Clarifications involve no change in the Contract Price or the Contract Time.

10.3 Field Orders / Change Orders:

A. Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Clarifications, including all changes resulting in changes in the Contract Price or the Contract Time, shall be authorized only by Field Orders or Change Orders approved in advance and issued in accordance with the provisions of the CITY Procurement Code, as amended from time to time.

B. CONTRACTOR shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a Field Order or Change Order setting forth the adjustments is approved by the CITY. Upon receipt of a Change Order CONTRACTOR shall promptly proceed with the work set forth within the document.

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C. Field Orders shall be issued for change in Contract Price related to Cost Allowances specifically included on the Proposal Bid Form. Change Orders shall be issued when required for all other Contract Price Changes. Hereinafter, the term "Change Order(s)" shall be used to include "Change Orders" and "Field Orders" with the exception that Field Order shall not be used for any Contract Time adjustments.

D. In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, CITY reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed work; or the work shall be performed on the "cost of work" basis as described in Article 10.4.

E. On approval of any Contract change increasing the Contract Price, CONTRACTOR shall ensure that the performance bond and payment bond are increased so that each reflects the total Contract Price as increased.

F. Under circumstances determined necessary by CITY, Change Orders may be issued unilaterally by CITY.

10.4 Value of Change Order Work:

A. The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

A.1 Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of items involved, subject to the provisions of Article 10.4.G.

A.2 By mutual acceptance of a lump sum which CONTRACTOR and CITY acknowledge contains a component for overhead and profit.

A.3 On the basis of the "cost of work," determined as provided in this Article, plus a CONTRACTOR's fee for overhead and profit which is determined as provided in Article 10.4.D.

B. The term "cost of work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by CITY, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Article 10.4.C.

B.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the work described in the Change Order under schedules of job classifications agreed upon by CITY and

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CONTRACTOR. Payroll costs for employees not employed full time on the work covered by the Change Order shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by CITY.

B.2 Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless CITY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to CITY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to CITY and CONTRACTOR shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY with the advice of ENGINEER and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work.

B.3 Payments made by CONTRACTOR to Subcontractors for work performed by Subcontractors, If required by CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to CITY who will then determine, with the advice of ENGINEER, which bids will be accepted. If the 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 shall be determined in the same manner as CONTRACTOR'S cost of the work. All Subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable.

B.4 Cost of special engineers, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order.

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B.5 Supplemental costs including the following:
The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the work except for local travel to and from the site of the work.

Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the work, and cost less market value of such items used but not consumed which remains the property of CONTRACTOR.

Sales, use, or similar taxes related to the work, and for which CONTRACTOR is liable, imposed by any governmental authority. Deposits lost for causes other than CONTRACTOR's negligence; royalty payments and fees for permits and licenses. The cost of utilities, fuel, and sanitary facilities at the site. Receipted minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the work. Cost of premiums for additional bonds and insurance required because of changes in the work.

C. The term "cost of the work" shall not include any of the following:

C.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in its principal or a branch office for general administration of the work and not specifically included in the agreed-upon schedule of job classifications referred to in this Article, all of which are to be considered administrative costs covered by CONTRACTOR's fee.

C.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

C.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the work and charges against CONTRACTOR for delinquent payments.

C.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same, except for additional bonds and insurance required because of changes in the work.

C.5 Costs due to the negligence or neglect of CONTRACTOR, any Subcontractors, 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,

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the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

C.6 Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in this Section.

D. CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

D.1 A mutually acceptable fixed fee or if none can be agreed upon,

D.2 A fee based on the following percentages of the various portions of the cost of the work:

For costs incurred under Article 10.4.B.1, CONTRACTOR's fee shall not exceed ten percent (10%).

For costs incurred under Article 10.4.B.3 and B.4, CONTRACTOR's fee shall not exceed seven and one half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%);

No fee shall be payable on the basis of costs itemized under Article 10.4.B.5 and Article 10.4.C.

E. The amount of credit to be allowed by CONTRACTOR to CITY for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in anyone change, the combined overhead and profit shall be figured on the basis of the net increase, if any, however, CONTRACTOR shall not be entitled to claim lost profits for any Work not performed.

F. Whenever the cost of any work is to be determined pursuant to Articles 10.4.B and 10.4.C, CONTRACTOR will submit in a form acceptable to CONSUL T ANT an itemized cost breakdown together with the supporting data.

G. Where the quantity of any item of the Work that is covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such work indicated in the Contract Documents, an appropriate Change Order shall be issued to adjust the unit price, if warranted.

H. Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, CONTRACTOR shall submit an initial cost estimate acceptable to ENGINEER and CITY.

H.1 Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost.

H.2 Whenever a change involves CONTRACTOR and one or more Subcontractors and the change is an increase in the Contract Price,

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overhead and profit percentage for CONTRACTOR and each Subcontractor shall be itemized separately.

I. Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work."

10.5 Notification and Claim for Change of Contract Price:

A. Any claim for a change in the Contract Price shall be made by written notice by CONTRACTOR to the CITY and to ENGINEER within five (5) calendar days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim and such notice shall be accompanied by CONTRACTOR's written notarized statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. All claims for changes in the Contract Price shall be in accordance with Articles 10.3 and 10.4 hereof, if CITY and CONTRACTOR cannot otherwise agree. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

10.6 Notice of Change:

If notice of any change affecting the general scope of the work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such adjustment to the CITY. Failure of the CONTRACTOR to obtain such approval from the Surety may be a basis for termination of this Contract by the CITY.

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10.7 Records:

The CONTRACTOR's representative and the ENGINEER shall compare records of extra work done at the end of the day. Such records shall be made in duplicate upon a form provided for such purpose by the ENGINEER and shall be signed by both the Inspector and the CONTRACTOR's representative, one copy being submitted to the ENGINEER and the other being retained by the CONTRACTOR.

10.8 Cancelled Items and Payments Therefore:

The CITY COMMISSION shall have the right to cancel those portions of the Contract relating to the construction of any item provided therein. Such cancellation shall entitle the CONTRACTOR to payment in a fair and equitable amount covering all items of cost incurred by him prior to the date of cancellation or suspension of the work. The CONTRACTOR shall be allowed a profit percentage on the materials used and on construction work actually performed, at the same rates as provided for "Extra Work", but no allowance will be made for anticipated profits. Acceptable materials ordered by the CONTRACTOR or delivered on the work, prior to date of such cancellation or suspension, may be purchased from the CONTRACTOR by the CITY at actual cost and shall thereupon, become property of the CITY, or may be returned to the manufacturer for a reasonable restocking charge.

10.9 Full Payment:

The Compensation herein provided shall be received and accepted by the CONTRACTOR as payment in full for all extra work done or costs incurred in event of cancellation.

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ARTICLE 11 - CHANGES IN THE CONTRACT TIME

11.1 Change Order:

The Contract Time may only be changed by a Change Order. A FULLY EXECUTED CHANGE ORDER MUST EXIST PRIOR TO EXTENSION OR SHORTENING OF THE CONTRACT TIME.

11.2 Notification and Claim for Change of Contract Time:

A. Any claim for a change in the Contract Time shall be made by written notice by the CONTRACTOR to the CITY and to ENGINEER within five (5) calendar days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim and such notice shall be accompanied by CONTRACTOR's written notarized statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. All claims for changes in the Contract Time shall be determined in accordance with Articles 10.3 and 10.4 hereof, if CITY and CONTRACTOR cannot otherwise agree. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

B. The Contract Time will be extended an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of CONTRACTOR if a claim is made thereafter as provided in Article 11.2. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by CITY, fire, floods, labor disputes, epidemics, abnormal weather conditions or acts of God

11.3 Basis for Extension:

Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the CONTRACTOR can clearly demonstrate, through schedule analysis, that the delay to the work as a whole arose in accordance with Article 12.3 or Article 15.1, and that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of the delay, available to absorb specific delays and associated impacts is used.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

11.4 Change of Time Due to Contract Execution Problems:

Refer to Article 3.4 for a decrease in Contract Time when the CONTRACTOR fails to return the correctly executed Contract Documents within the time allowed.

11.5 Change of Time Due to Change Order Evaluation:

When evaluating a proposed Change Order, the ENGINEER shall have access to any available float or contingency time. Extension will only be considered in accordance with Article 11.3.

11.6 Change of Time and Inspection and Testing:

Neither observations by the ENGINEER, nor inspections, tests or approvals by others, passing or failing, will be cause for consideration of time extension.

11.7 Change of Time and Defective Work:

A. If WORK is found to be defective, CONTRACTOR shall bear all remedial expenses including any additional costs experienced by CITY due to delays to others performing additional WORK. CONTRACTOR shall further bear the responsibility for maintaining schedule, and will be excluded from a time extension and the recovery of delay damages due to the uncovering.

B. If the WORK is found to be defective per the Specifications, but the CITY chooses to accept it at its sole discretion, CONTRACTOR shall bear the responsibility for maintaining schedule, and will be excluded from a time extension and the recovery of delay damages due to the uncovering.

11.8 Liquidated Damages:

All time limits stated in the Contract Documents are of the essence. The provisions of this Article 11 shall not exclude recovery for damages by CITY as indicated in Section 3 of the Supplementary General Conditions.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

ARTICLE 12 - WARRANTY AND GUARANTEE; TEST AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

12.1 Warranty and Guarantee:

The CONTRACTOR warrants and guarantees to the CITY and the ENGINEER that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

12.2 Tests and Inspections:

A. The CONTRACTOR shall give the ENGINEER and, when appropriate, the Building Department and other regulatory authorities which have jurisdiction over the work, timely notice of readiness of the work for all required inspections, tests or approvals.

B. All inspections performed as a result of the issuance of the Master Building Permit shall be performed by the CITY. All costs associated with such inspections shall be paid by the CITY, EXCEPT THAT should said test or inspection fail to pass the CONTRACTOR shall pay all costs associated with the rework and the retesting.

C. When any other regulatory authority, by virtue of its rules or regulations, requires specific tests or inspections, the CONTRACTOR shall assume full responsibility for and pay all costs in connection with said tests and inspections.

D. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the ENGINEER's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the work, or of materials or equipment submitted for approval prior to ENGINEER's acceptance thereof for incorporation in the work and as otherwise specified in the Contract Documents.

E. Neither observations by the ENGINEER nor inspections, tests or approvals by others shall relieve the CONTRACTOR from his obligations to perform the work in accordance with the Contract Documents.

12.3 Uncovering Work:

A. If any work that is to be inspected, tested or approved is covered without written concurrence of the ENGINEER, it must, if requested, by the ENGINEER, be uncovered. Such uncovering and replacement shall be at the CONTRACTOR's expense.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

B. CONTRACTOR must contact all regulatory agencies issuing construction permits to make all necessary inspections. If CONTRACTOR fails to have the necessary inspections performed and such failure results in uncovering of work already performed, CONTRACTOR shall be responsible for all related time delays and monetary costs.

C. If the ENGINEER considers it necessary or advisable that work previously covered with his permission or cognizance be observed, inspected or tested, the CONTRACTOR, at the ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, the CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services. If, however, such work is not found to be defective the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor in accordance with Article 10.2 and Article 11.2.

12.4 City May Stop the Work:

If the work is defective, or the CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, the CITY may order the CONTRACTOR to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the CITY to stop the work shall not give rise to any duty on the part of the CITY to exercise this right for the benefit of the CONTRACTOR or any other party.

12.5 Correction or Removal of Defective Work:

If required by the ENGINEER, the CONTRACTOR shall promptly, without cost to the CITY and as specified by the ENGINEER either correct any defective work, whether or not fabricated, installed or completed, or if the work has been rejected by the ENGINEER, remove it from the site and replace it with nondefective work.

12.6 One Year Correction Period:

If within one year after the date of Substantial Completion or Final Completion as applicable, or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, the CONTRACTOR shall promptly without cost to the CITY and in accordance with the ENGINEER's written instructions, either correct such defective work, or if it has been rejected by the ENGINEER remove it from the site and replace it with nondefective work. If the CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the ENGINEER may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the CONTRACTOR.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

12.7 Acceptance of Defective Work:

If instead of requiring correction or removal and replacement of defective work, the ENGINEER prefers to accept it, he may do so. In such case, if acceptance occurs prior to the ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the CONTRACTOR to the CITY.

12.8 City May Correct Defective Work:

If the CONTRACTOR fails within a reasonable time after written notice of the ENGINEER to proceed to correct and to correct defective work or to remove and replace rejected work as required by the ENGINEER in accordance with Paragraph 12.5, or if the CONTRACTOR fails to perform the work in accordance with the Contract Documents, (including any requirements of the progress schedule), the CITY may, after seven days' written notice to the CONTRACTOR, correct and remedy any such deficiency. In exercising its rights under this Paragraph the CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the CITY may exclude the CONTRACTOR from all or part of the site, take possession of all or part of the work, and suspend the CONTRACTOR's services related thereto, take possession of the CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the work all materials and equipment stored at the site or for which the CITY has paid the CONTRACTOR but which are stored elsewhere. The CONTRACTOR shall allow the CITY, the CITY's representatives, agents and employees such access to the site as may be necessary to enable the CITY to exercise his rights under this Paragraph. All direct and indirect costs of the CITY in exercising such rights shall be charged against the CONTRACTOR in an amount verified by the ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitations, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the CONTRACTOR's defective work. The CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by the CITY of the CITY's rights hereunder.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

ARTICLE 13 - PAYMENTS TO THE CONTRACTOR

13.1 Basis of Payment:

Progress payments shall be based on the aggregate of the unit price amounts listed in the Proposal or in the Schedule of Values which have been incorporated in the work acceptable to the ENGINEER.

13.2 Unit Price Inclusion:

The unit prices stated in the Proposal include all costs and expenses for materials, labor, tools, equipment, transportation, commissions, patent fees and royalties, removing crossings or other obstructions, protection or maintaining pipes, drains, railroad tracks, buildings, bridges, or other structures furnishing temporary crossings or bridges, furnishing all supplemental construction stakes, batter boards, templets, common and ordinary labor for handling materials during inspection replacing any property damage, together with any and all costs or expenses for performing and completing the work as specified.

13.3 Schedule of Values: (Lump Sum Price Breakdown)

A Schedule of Values must be submitted within seven days subsequent to the CONTRACTOR executing and submitting the Documents required of Article 2.13 of the Section II – Special Terms and Conditions. The schedules shall be satisfactory in form and substance to the ENGINEER, and shall include quantity and unit prices aggregating the Contract Price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by the ENGINEER, it shall be incorporated into a form of Application for Payment acceptable to the ENGINEER.

13.4 Changed Conditions: (Unit Price Only)

It is mutually agreed that due to latent field conditions which can not be foreseen at the time of advertising for bids, adjustments of the Plans to field conditions will be necessary during construction; and, therefore, such changes in the plans shall be recognized as constituting a normal and accepted margin of adjustment not unusual and not involving or permitting any change or modification of unit prices, in which case payment will be made for the revised quantities at the unit price bid in the Proposal.

13.5 Application for Progress Payment:

On the 20th day of the month or the first working day thereafter, the CONTRACTOR shall submit to the ENGINEER for review an Application for Payment form filled out and signed by the CONTRACTOR. The form shall be notarized, and shall cover the work completed as of the date of the application. The Application for Payment shall be accompanied by a Schedule of Values, and any other supporting documentation as the ENGINEER may reasonably require.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

13.6 Payment for Materials:

If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to the ENGINEER, as will establish the CITY's title to the material and equipment and protect the CITY's interest therein, including applicable insurance.

13.7 Affidavit Required:

All Applications for Payment shall include an Affidavit of the CONTRACTOR stating that all previous progress payments received on account of the work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be 5%.

13.8 Retainage:

The amount of retainage with respect to progress payments will be 5% until completion of the construction services purchased pursuant to the Contract.

13.9 CONTRACTOR's Warranty of Title:

The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by any Application for Payment whether incorporated in the Project or not, will pass to the CITY at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereinafter in these General Conditions referred to as "Liens").

13.10 Review of Application for Payment:

The ENGINEER will, within seven (7) days, review the Application for Payment and either approve and submit it for payment or notify the CONTRACTOR of the deficiencies such that the CONTRACTOR may make the necessary corrections and resubmit in time for the month's payment. However, the ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations. He may also refuse to recommend any such payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in the ENGINEER's opinion to protect the CITY from loss because:

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

A. The work is defective, or completed work has been damaged requiring correction or replacement.

B. Written claims have been made against the CITY or Liens have been filed in connection with the work.

C. The Contract Price has been reduced because of Change Order.

D. The CITY has been required to correct defective work or complete the work in accordance with Article 12.8.

E. The CONTRACTOR's unsatisfactory prosecution of the work in accordance with the Contract Documents.

F. The CONTRACTOR's failure to make payment to Sub- Contractors, or for labor, materials or equipment.

13.11 Payment to the Contractor:

Payments are made only on the fifteenth day or first workday thereafter of each month.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

ARTICLE 14 - SUBSTANTIAL COMPLETION, PARTIAL UTILIZATION, FINAL CLEAN UP, INSPECTION, PAYMENT AND ACCEPTANCE

14.1 Substantial Completion:

When the CONTRACTOR considers the entire work ready for its intended use, the CONTRACTOR shall, in writing to the ENGINEER, certify that the entire work is substantially complete and request that the ENGINEER issue a Certificate of Substantial Completion. Within a reasonable time thereafter the CONTRACTOR and the ENGINEER shall make an inspection of the work to determine the status of completion. If the ENGINEER does not consider the work substantially complete, the ENGINEER will notify the CONTRACTOR in writing giving his reasons therefor. If the ENGINEER considers the work substantially complete, the ENGINEER will prepare and deliver to the CONTRACTOR a Certificate of Substantial Completion, which shall fix the date of Substantial Completion. There shall be attached to the certificate a proposed Punch List, developed by the CONTRACTOR, of items to be completed or corrected before final payment.

Within ten (10) days after delivery of the certificate, the CITY shall review the proposed Punch List and either approve it or contact the CONTRACTOR to commence good faith efforts to develop a Punch List that is satisfactory to both parties. If the parties are unable to resolve any differences they may have in the development of the Punch List, the ENGINEER shall resolve their differences. The parties shall expedite the process of developing the Punch List with the intent of finalizing the Punch List within sixty (60) days after the date of Substantial Completion.

At the time of delivery of the Certificate of Substantial Completion the ENGINEER will deliver to the CONTRACTOR written notice as to division of responsibilities pending final payment between the CITY and the CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities and insurance, said responsibilities will be binding on the CITY and the CONTRACTOR until final payment. Unless otherwise stated herein or on the Certificate of Substantial Completion, all building, product, equipment, and machinery warranties will commence on the date of Substantial Completion. The CITY shall have the right to exclude the CONTRACTOR from the work after the date of Substantial Completion, but the CITY shall allow the CONTRACTOR reasonable access to complete or correct items on the Punch List.

14.2 Partial Utilization:

Use by the CITY of any finished part of the work which has specifically been identified in the Contract Documents or which the ENGINEER and the CONTRACTOR agree constitutes a separately functioning and usable part of the work that can be used by the CITY without significant interference with CONTRACTOR's performance of the remainder of the work, may be accomplished prior to Substantial Completion of all the work subject to the following:

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A. The ENGINEER at any time may request the CONTRACTOR in writing to permit the CITY to use any such part of the work which the ENGINEER believes to be ready for its intended use and substantially complete. If the CONTRACTOR agrees, the CONTRACTOR will certify to the ENGINEER that said part of the work is substantially complete and request the ENGINEER to issue a Certificate of Substantial Completion for that part of the work. The CONTRACTOR, at any time, may notify the ENGINEER in writing that the CONTRACTOR considers any such part of the work ready for its intended use and substantially complete and request the ENGINEER to issue a Certificate of Substantial Complete for the part of the work. Within a reasonable time after either such request, the CONTRACTOR and the ENGINEER shall make an inspection of that part of the work to determine its status of completion. If the ENGINEER does not consider that part of the work to be substantially complete, the ENGINEER will notify the CONTRACTOR in writing giving the reasons therefore. If the ENGINEER considers that part of the work to be substantially complete, the provisions of Article 14.1 will apply with respect to Certificate of Substantial Completion of that part of the work and the division of responsibility in respect thereof and access thereto. It shall be understood by the CONTRACTOR that until such written notification is issued, all responsibility for care and maintenance of all of the WORK shall be borne by the CONTRACTOR. Upon issuance of said written notice of partial utilization, the OWNER will accept responsibility for the protection and maintenance of all such items or portions of the WORK described in the written notice.

14.3 Final Clean-Up:

Upon completion of the work and before final inspection shall be made, the CONTRACTOR shall clean and remove from the site, the Right-of-Way and adjacent property, all surplus and discarded materials, rubbish, and temporary structures; restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work; and shall leave the site and vicinity unobstructed in a neat and presentable condition throughout the entire area or length of the work under Contract. The placing of materials of every character, rubbish, or equipment on the abutting property, with or without the consent of the property owners, shall not constitute the satisfactory disposal. If the work is of such a character as may be done by block or sections, the CONTRACTOR may be required to promptly remove and dispose of accumulated rubbish, debris or surplus materials from blocks or sections as completed or partially completed. No separate payment will be made for final cleaning up and restoration of property, but all costs thereof shall be included in the prices bid for the various scheduled items of work.

14.4 Final Inspection:

Upon written notice from the CONTRACTOR that the entire work or an agreed portion thereof is complete and final clean-up has been completed, the ENGINEER will make a final inspection with the CONTRACTOR and will notify the CONTRACTOR in writing of all particulars in which this inspection reveals that the work is incomplete or defective. The CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

14.5 Final Application for Payment:

After the CONTRACTOR has completed all such corrections to the satisfaction of the ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in Article 7.19 of the General Conditions and other documents; all as required by the Contract Documents and after the ENGINEER has indicated that the work is acceptable (subject to the provisions of Article 14.9) the CONTRACTOR may make Application for Final Payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the CITY) of all Liens arising out of or filed in connection with the work. In lieu thereof and as approved by the CITY, the CONTRACTOR may furnish receipts or releases in full; an affidavit of the CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the CITY or the CITY's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, the CONTRACTOR may furnish a Bond or other collateral satisfactory to the CITY to indemnify the CITY against any Lien.

14.6 Final Payment and Acceptance:

If on the basis of the ENGINEER's observation of the work during construction and final inspection, and the ENGINEER's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the ENGINEER is satisfied that the work has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the ENGINEER will recommend payment. Thereupon the ENGINEER will give written notice to the CITY and the CONTRACTOR that the work is acceptable subject to the provisions of Article 14.9.

14.7 Payment of Retainage Without Final Completion:

If through no fault of the CONTRACTOR, final completion of the work is significantly delayed and if the ENGINEER so confirms, the CITY shall, upon receipt of the CONTRACTOR's final Application for Payment and recommendation of the ENGINEER, and without terminating the Agreement, make payment of the balance due for the portion of the work fully completed and accepted. If the remaining balance to be held by the CITY for work not fully completed or corrected is less than the retainage stipulated in the Agreement and if Bonds have been furnished as required in Article 5.2, the written consent of the Surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the CONTRACTOR to the ENGINEER with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

14.8 CONTRACTOR's Continuing Obligation:

The CONTRACTOR's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the ENGINEER, nor the issuance of a Certificate of Substantial Completion, nor any payment by the CITY to the CONTRACTOR under the Contract Documents, nor any use or occupancy of the work or any part thereof by the CITY nor any act of acceptance by the CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by the ENGINEER pursuant to Article 14.6, nor any correction of defective work by the CITY will constitute an acceptance of work not in accordance with the Contract Documents or a release of the CONTRACTOR's obligation to perform the work in accordance with the Contract Documents (except as provided in Article 14.9).

14.9 Waiver of Claims:

The making and acceptance of final payment will constitute:

A. A waiver of all claims by the CITY against the CONTRACTOR, except claims arising from unsettled Liens, from defective work appearing after final inspection pursuant to Article 14.4 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by the CITY of any rights in respect of the CONTRACTOR's continuing obligations under the Contract Documents.

B. A waiver of all claims by the CONTRACTOR against the CITY other than those previously made in writing and still unsettled.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.1 City May Suspend Work:

The CITY may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the CONTRACTOR which will fix the date on which work will be resumed. The CONTRACTOR shall resume the work on the date so fixed. The CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

15.2 City May Terminate:

A. Upon the occurrence of any one or more of the following events:

1. If the CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if the CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

2. If a petition is filed against the CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

3. If the CONTRACTOR makes a general assignment for the benefit of creditors.

4. If a trustee, receiver, custodian or agent of the CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the CONTRACTOR's creditors.

5. If the CONTRACTOR admits in writing an inability to pay its debts generally as they become due.

6. If the CONTRACTOR persistently fails to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply a qualified superintendent or sufficient skilled workers or suitable materials or equipment or failure to adhere to the approved progress schedule revised from time to time).

7. If the CONTRACTOR disregards laws or regulations of any public body having jurisdiction.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

8. If the CONTRACTOR disregards the authority of the ENGINEER.

9. If the CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

B. The CITY may, after giving the CONTRACTOR and the Surety seven days' written notice and to the extent permitted by laws and regulations, terminate the services of the CONTRACTOR, exclude the CONTRACTOR from the site and take possession of the work and of all the CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by the CONTRACTOR (without liability to the CONTRACTOR for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which the CITY has paid the CONTRACTOR but which are stored elsewhere, and finish the work as the CITY may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs) such excess will be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR, or CONTRACTOR's Surety, shall pay the difference to the CITY.

C. Where the CONTRACTOR's services have been so terminated by the CITY, the CITY alone shall determine the scope and description of the work to be completed and the method and schedule for completing it.

D. Where the CONTRACTOR's services have been so terminated by the CITY the termination will not affect any rights or remedies of the CITY against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due the CONTRACTOR by the CITY will not release the CONTRACTOR from liability.

E. Upon seven days' written notice to the CONTRACTOR the CITY may, without cause and without prejudice to any other right or remedy, elect to abandon the work and terminate the Contract. In such case the CONTRACTOR shall be paid for all work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

15.3 Contractor May Stop Work or Terminate:

If through no act or fault of the CONTRACTOR, the work is suspended for a period of more than ninety (90) days by the CITY or under an order of court or other public authority, or the CITY fails for sixty (60) days to pay the CONTRACTOR any sum finally determined to be due, then the CONTRACTOR may, upon seven days' written notice to the CITY terminate the Contract and recover from the CITY payment for all work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Contract, if the CITY has failed to make any payment as aforesaid, the CONTRACTOR may upon seven days' written notice to the CITY stop the work until payment of all amounts then due are paid. The provisions of this paragraph shall not relieve the CONTRACTOR of the obligations to carry on the work in accordance with the progress schedule and without delay during disputes and disagreements with the CITY.

- END OF SECTION -

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 01010

SUMMARY OF WORK

PART 1 -- GENERAL

1.01THE REQUIREMENT

A. The work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract documents which may be necessary for the complete and proper construction of the work in good faith shall be performed, furnished, and installed by the CONTRACTOR as though originally so specified or shown, at no increase in cost to the CITY.

B. Prior to construction, the CONTRACTOR shall verify existing utilities identified on the Documents and locate other potential utilities in their working area may not shown on the Documents. The utility verifications consist of excavation to verify tie-in points and to locate potential conflicts that may affect the work as shown on the Documents. The CONTRACTOR shall be responsible for the coordination of this work with the associated utility owners and permitting agencies having jurisdiction over the specific locations to be verified.

1.02 SCOPE

A. The work to be performed includes site, civil, mechanical, and structural work associated with the construction of proposed improvements depicted on the Contract Documents.

The contractor shall perform the work in accordance with all permits.

B. It is the intent of the CITY to obtain a complete and working installation under this contract and any items of labor, materials or equipment, which may reasonably be assumed as necessary to accomplish this end, should be supplied whether or not specifically shown on the plans or described herein. Maintenance of the existing utility systems is mandated throughout the construction period.

1.03 WORK BY OTHERS

A. The CONTRACTOR shall cooperate fully with all utility forces of the CITY, or other public or private agencies engaged in the relocation, altering, or otherwise rearranging any facilities which interfere with the progress of the work, and shall schedule the work so as to minimize interference with said relocation, altering, or rearranging of facilities.

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B. The CONTRACTOR'S attention is directed to the fact that work will be conducted at the site by other contractors during the performance of the work under this Contract. The CONTRACTOR shall conduct its operations so as to cause a minimum of interference with the Work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform their respective contracts.

C. When two or more contracts are being executed at one time on the same or adjacent land in such manner that Work on one contract may interfere with that on another, the CITY shall determine the sequence and order of the Work. When the territory of one contract is the necessary or convenient means of access for the execution of another contractor, such privilege of access or any other reasonable privilege may be granted by the CITY to CONTRACTOR.

1.04 LOCATION OF THE PROJECT

A. All work is to be performed within the project limits and rights-of-way of the roads described on the Contract Documents.

1.05 CONTRACT DRAWINGS

A. The work to be performed shall be as shown on the Contract Documents.

1.06 CONTRACTOR FURNISHED MATERIAL AND EQUIPMENT

A. All equipment, materials, or devices incorporated in this project shall be new and unused, unless indicated otherwise in the Contract Documents and shall be the products of reliable manufacturers who, unless otherwise specified, have been regularly engaged in the manufacture of such material and equipment for at least five (5) years. Procedures and additional requirements regarding manufacturer's experience and substitutions are included in Section 01300 - Submittals.

1.07 DRAWINGS OF EXISTING FACILITIES

A. Drawings of the existing facilities may be inspected at the City's Engineering and Construction Services Office. These drawings are for information only and are not a part of the Contract Documents. In making these drawings available for inspection, the CITY makes no guarantee, either expressed or implied, as to their accuracy or completeness.

B. The CONTRACTOR shall contact representatives for other utilities, facilities in proximity of the work and Sunshine State One Call Inc., to obtain the as-built information from them directly. The utilities shown on Drawings are based upon available records supplied from various sources. The CITY makes no guarantee, either expressed or implied, as to their accuracy or completeness.

1.08 ITEMS SPECIFIED ON DOCUMENTS

A. Certain items of material and/or equipment, and their installation may be specified on the Drawings and not mentioned in the Specifications. Such items are to be considered as

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both shown on the Drawings and noted in the Specifications and be provided by the CONTRACTOR in accordance with the Specification on the Documents.

1.09 FIELD LAYOUT OF WORK

A. All work under this Contract shall be constructed in accordance with the Contract Drawings or as directed by the ENGINEER. Elevations of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stake-out survey shall be referred immediately to the ENGINEER for interpretation or correction.

A. All survey work for construction control purposes shall be made by the CONTRACTOR at his expense.

C. The CONTRACTOR shall establish all base lines for the location of the principal component parts of the work together with benchmarks and batter boards adjacent to the work. Based upon the information provided by the Contract Drawings, the CONTRACTOR shall develop and make all detail surveys necessary for construction. The CITY will furnish information and location of existing benchmarks.

D. The CONTRACTOR shall have the responsibility to carefully preserve the benchmarks, reference points and stakes. In case of destruction thereof by the CONTRACTOR or resulting from his negligence, he shall be held liable for any expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.

E. Existing or new control points, property markers, and monuments that will be established or are destroyed during the normal causes of construction shall be re-established by the CONTRACTOR; and all reference ties recorded therefore shall be furnished to the ENGINEER. All computations necessary to establish the exact position of the work shall be made and preserved by the CONTRACTOR.

F. The ENGINEER may check all or any portion of the work, and the CONTRACTOR shall afford all necessary assistance to the ENGINEER in carrying out such checks. Any necessary corrections to the work shall be performed immediately by the CONTRACTOR and he shall accept all responsibility for the accuracy and completeness of his work.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

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SECTION 01025
MEASUREMENT AND PAYMENT

PART 1 -- GENERAL

1.01 SCOPE OF WORK

A. Payments to the CONTRACTOR shall be made on the basis of the Bid Proposal as full and complete payment for furnishing all materials, labor, tools and equipment, and for performing all operations necessary to complete the work included in the Contract Documents. Such compensation shall also include payments for any loss or damages arising directly or indirectly from the work, or from any discrepancies between the actual quantities of work and those shown in the Contract Documents.

B. The prices stated in the Bid Proposal include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the details and specified herein. The Basis of Payment for an item at the price shown in the Bid Proposal shall be in accordance with its description of the item in this Section and as related to the work specified. Unit prices will be applied to the actual quantities furnished and installed in conformance with the Contract Documents. The items listed below, refer to and are the same pay items listed in the Bid Proposal. They constitute all of the pay items for the completion of the work. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, services, field offices, layout surveys, job signs, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, underground utility locating, maintenance of traffic, site preparation, removal of waste, site cleanup, watchmen, bonds, insurance, mobilization, demobilization, and any other requirements of the General Conditions and Bidding and Contract Requirements. Compensation for all such services, equipment and materials shall be included in the prices stipulated for the unit pay items listed herein.

C. The CONTRACTOR's attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the CONTRACTOR feel that the cost for any item of work has not been established in the Bid Proposal or this Section, the cost for that Work shall be included in some other applicable Bid Item, so that the Proposal for the project reflects the total price for completing the work in its entirety. It is intended that all work required to complete this Contract will be included in the various items as described herein.

D. In the event that repairs to laterals, mains, manholes, force mains, utilities, or any other public or private property are required due to damage caused by the CONTRACTOR's operations, the CONTRACTOR shall provide and employ all necessary labor, equipment, and materials, at no additional cost, to complete such repairs in accordance with applicable provisions of these specifications. This shall include but not be limited to materials for repair, if required, including pipe, fittings and specials, pipe bedding, and materials for surface restoration; transportation and handling costs delivered to the work site; any bypass pumping; providing provisional sewers to maintain service; complying with the State of Florida Trench Safety Act, including shoring; removal, transportation and disposal of existing sewer excavation; supporting and protecting existing utilities as required; dewatering;

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sheeting and shoring, if necessary; furnishing and installing replacement pipe, fittings and repair couplings; unloading material and placing it in the trench; cutting pipe; furnishing and installing joint materials including lubricant; making all connections within the lines to existing sewers, laterals and structures; placing and compacting bedding and backfill; furnishing and installing additional suitable backfill material, if required; furnishing all materials and equipment required to clean and test the sewer; cleaning and testing the sewer; temporary paving installation and removal; permanent paving replacement; replacement of pavement markings as existed before repair; replacing utilities, catch basins, manholes, trees, grass, shrubs, mail boxes, sprinkler systems, concrete or rock bed driveways, sidewalk and all other similar items, to original locations and to equal or better than original conditions; obtaining and paying for any necessary permits; satisfying all requirements of the permits, and all other appurtenant and miscellaneous items and work including final cleanup

E. The CITY will not provide any space or place to store materials for this project. No payment will be made for stored materials.

F. The CITY will not provide for disposal of any solids resulting from sewer cleaning. The CONTRACTOR shall obtain permits and make arrangements as required to properly dispose of solids. All solids or semisolids resulting from the cleaning operations shall be removed from the site and disposed of by the CONTRACTOR in a legal and sanitary manner as approved by appropriate authorities, at the CONTRACTOR's cost.

G. Traffic control measures to be included in the prices stipulated for the unit pay items listed herein shall include standard traffic cones and up to 10 barricades and 10 advance warning and/or detour signs. When the CITY agrees in advance that further measures are required, such additional measures shall be separately negotiated and addressed on a site-specific basis.

H. Whenever "Limits of Construction" is referred to, the limit of construction shall be within an area 7.5 feet each side of the centerline of the pipe and no more than five feet beyond the end of the new pipe installed.

1.02 CONTRACT DURATION

A. As specified in the Bid Form.

1.03 PERFORMANCE AND PAYMENT BONDS

A. As specified in Appendix A.

1.04 MEASUREMENT

A. The quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the OWNER unless otherwise specified. The CITY will witness all field measurements.

B. When depths of cuts are indicated in the bid items, they shall be measured vertically from the existing grade at excavation point, paved or unpaved, to the pipe invert.

C. The quantities stated in the Bid Proposal are approximate only and are intended to serve as a basis for the comparison of bids and to fix the approximate amount of the cost of the

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Project. The CITY does not expressly or impliedly agree that the actual amount of the work to be done in the performance of the contract will correspond with the quantities in the Bid Proposal; the amount of work to be done may be more or less than the said quantities and may be increased or decreased by the OWNER as circumstances may require. The increase or decrease of any quantity shall not be regarded as grounds for an increase in the unit price or in the time allowed for the completion of the work, except as provided in the Contract Documents.

D. Payment items for cleaning and televising of mains and laterals will apply when sewer is cleaned and televised for inspection only, or when a sewer repair is not performed due to changed field conditions revealed by the pre-repair video inspection. Cleaning and television inspection performed to prepare for a repair or to document a completed repair are not considered separate pay items. Costs for such cleaning and TV inspection shall be included in the contract unit cost for each particular repair. Lateral inspection shall be performed using a camera launched from the main unless conditions within the sewer require lateral inspection from the cleanout. Reference Table 01025-1 for the television inspection requirements pertaining to each type of repair.

1.05 CURED-IN-PLACE (CIP) PIPE LINING PAYMENT ITEMS

A. Items 1 to 16 – Install CIP liner in gravity mains

1. This work will be measured and paid at the unit price per linear foot of liner as delineated by the pipe size and depth brackets named in the Bid Proposal. Measurement shall be made based on the horizontal projection of the centerline of the permanently installed liner between manholes, including the laying length of fittings along the run, measured to the nearest foot from the inside wall of manhole to inside wall of manhole for each section lined. Each unit price bid shall include, but not be limited to, all necessary or required resident notification, traffic control, sewer pipe cleaning and preparation of the existing sewer, including blocking or plugging incoming lines; removal, transportation and disposal of material generated by cleaning and preparation; pre- and post-lining television surveys; chemical joint sealing if necessary; pipe lining; the cost of obtaining a water meter from the CITY; cleaning; sample collection; grouting to eliminate infiltration at service connections and liner ends; cleanup; documentation and reporting; and all labor, materials and equipment required to provide a complete and acceptable liner installation.

2. Where post-installation thickness measurements and/or physical property testing is performed, payment for installed liner will be made as itemized below:

a. Full payment – If thickness, flexural strength, and flexural modulus of elasticity of installed liner are all 95 percent or more of specified values, full payment will be made accordingly.

b. Adjusted payment for 90 to 95 percent of specified values – If thickness, flexural strength, or flexural modulus of elasticity of installed liner are between 90 and 95 percent of specified values, payment will be made based on an Adjusted Unit Price, which shall equal the Unit Price bid, multiplied by a Value Factor calculated as follows:

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Value Factor = _*_ thickness x _*_ flexural strength x _*_ flexural modulus of elasticity

* Insert actual measured or test result expressed as a fraction of the specified value. Maximum allowable is 1.

3. Payment for bypass pumping and service lateral connections, if required (other than because of damage caused by the CONTRACTOR) will be paid for under a separate item.

B. Item 17 to 46 – Items in common

1. Reference Part 1.06 of this section.

1.06 ITEMS IN COMMON

A. Items 17 Grout annular space

1. This item of work will be measured and paid at the unit price per each annular space grouted and shall include, but not be limited to, traffic control; blocking or plugging incoming line; removal, transportation and disposal of material generated by cleaning and preparation; pre- and post-television surveys, furnishing the equipment necessary; recovering all waste material from the sewer; service pipe cleaning; sealing the lateral connection to the liner including the first joint of the lateral connection; grouting the annular space; performing all repairs required due to damage caused by the CONTRACTOR, and all appurtenant and miscellaneous items and work.

2. If grouting of the annular space results in residual grout in greater than 50 percent the area of the lateral, such grout shall be removed at no additional cost.

B. Items 18 Recut lateral insufficiently reinstated by others

1. This item of work will be measured and paid at the unit price per each lateral recut and shall include, but not be limited to, traffic control; blocking or plugging incoming line; removal, transportation and disposal of material generated by cleaning and preparation; pre- and post-television surveys, furnishing the equipment necessary to internally cut out the liner to at least 95 percent of the area of the lateral, cutting out the coupon; wire-brushing the cut to remove jagged edges; recovering all waste material from the sewer; service pipe cleaning; performing all repairs required due to damage caused by the CONTRACTOR, and all appurtenant and miscellaneous items and work.

2. If the CONTRACTOR damages the host pipe during lateral reinstatement, the CONTRACTOR shall repair the host pipe to the satisfaction of the CITY at no additional cost.

This item of work will be measured and paid at the unit price per each recut lateral grouted and shall include, but not be limited to, traffic control; blocking or plugging incoming line; removal, transportation and disposal of material generated by cleaning and preparation; pre- and post-television surveys, furnishing the equipment necessary; recovering all waste material from the

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sewer; service pipe cleaning; sealing the lateral connection to the liner including the first joint of the lateral connection; grouting the annular space; performing all repairs required due to damage caused by the CONTRACTOR, and all appurtenant and miscellaneous items and work.

3. If grouting of the annular space at the reinstated lateral results in residual grout in greater than 50 percent the area of the lateral, such grout shall be removed at no additional cost.

C. Items 19 Grout annular space following recut of lateral insufficiently reinstated by others

1. This item of work will be measured and paid at the unit price per each recut lateral grouted and shall include, but not be limited to, traffic control; blocking or plugging incoming line; removal, transportation and disposal of material generated by cleaning and preparation; pre- and post-television surveys, furnishing the equipment necessary; recovering all waste material from the sewer; service pipe cleaning; sealing the lateral connection to the liner including the first joint of the lateral connection; grouting the annular space; performing all repairs required due to damage caused by the CONTRACTOR, and all appurtenant and miscellaneous items and work.

2. If grouting of the annular space at the reinstated lateral results in residual grout in greater than 50 percent the area of the lateral, such grout shall be removed at no additional cost.

D. Items 20 through 22 Install T-liner in various-sized mains with various-sized laterals

1. Items with Bid form units of "EA" will be measured and paid at the unit price per each as delineated by the pipe size and depth brackets named in the Bid Form, and shall include up to 25 feet of lateral. Each unit price bid shall include, but not be limited to, all necessary or required labor, equipment, tools, and materials for traffic control, sewer pipe cleaning and preparation of the existing sewer, including blocking or plugging incoming lines; removal, transportation and disposal of material generated by cleaning and preparation; television surveys; pipe liner; cleaning; testing; cleanup; documentation and reporting; and all labor, materials and equipment required to provide a complete and acceptable liner installation.

2. Items with Bid form units of "L.F." will be measured and paid for at the unit price per foot of sewer laterals lined beyond 25 feet of lateral, in addition to the corresponding item with Bid Form units of "EA". This item will be full compensation for all additional costs associated with work of installing liner beyond 25 feet.

3. Payment for bypass pumping, if required (other than because of damage caused by the CONTRACTOR) will be paid for under a separate item.

E. Items 23 Transitional liner (6-inch to 4-inch)

1. This item of work will be measured and paid for at the unit price per each, as defined in the Bid Form. Payment of the unit price per each will provide complete compensation for furnishing materials and all labor, tools, equipment and

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incidentals, to provide as directed by the CITY, a transitional liner (6-inch to 4-inch), as part of a T-liner or lateral liner, complete in place. Payment for this item, when authorized by the CITY, shall be in addition to a T-liner or lateral liner.

F. Items 24 & 25 Sewer main cleaning and TV inspection

1. This item will be paid for at the unit price bid per foot of sewer cleaned and televised for inspection only, when a sewer repair is not performed due to change of field conditions revealed by the pre-repair video inspection, or as directed by the CITY. The unit price shall provide full compensation for all work required to perform television inspection of sanitary sewer including, but not limited to, furnishing all labor, equipment and material for cleaning, flow isolation, TV inspection, and all incidentals related to sewer inspection. The products shall be acceptable to the CITY or otherwise the CONTRACTOR shall re-televise the sewer line to the satisfaction of the CITY. Sewer main cleaning shall include drop connections.

2. Cleaning and TV inspection performed to prepare for a repair or to document a completed repair are not considered separate pay items. Costs for such cleaning and TV inspection shall be included in the contract unit cost for each particular repair. Reference Table 01025-1 for the television inspection requirements pertaining to each type of repair.

G. Items 26 & 27 Sewer lateral cleaning and TV inspection

1. Items with Bid form units of "EA" will be measured and paid at the unit price per each named in the Bid Form, and shall include up to 30 feet of lateral.

2. Items with Bid form units of "L.F." will be measured and paid for at the unit price per foot of sewer lateral cleaned and inspected beyond 30 feet of lateral, in addition to the corresponding item with Bid Form units of "EA".

3. Payment for sewer lateral cleaning and inspection will be made when a sewer lateral is cleaned and televised for inspection only, when a sewer repair is not performed due to a change of field conditions revealed by the pre-repair video inspection, or as directed by the CITY. The unit price shall provide full compensation for all work required to perform television inspection of sanitary sewer service laterals including, but not limited to, furnishing all labor, equipment, tools and material for cleaning, flow isolation, TV inspection, and all incidentals related to sewer inspection. The products shall be acceptable to the CITY or otherwise the CONTRACTOR shall re-televise the sewer line to the satisfaction of the CITY.

4. Lateral inspection shall be performed using a camera launched from the main unless conditions within the sewer require lateral inspection from the cleanout.

5. Cleaning and TV inspection performed to prepare for a repair or to document a completed repair are not considered separate pay items. Costs for such cleaning and TV inspection shall be included in the contract unit cost for each particular repair. Reference Table 01025-1 for the television inspection requirements pertaining to each type of repair.

H. Items 28 Mechanical root or grease removal

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1. Removal of grease or roots involving the use of special equipment will be considered special cleaning and will be measured and paid per linear foot additionally to cleaning, depending on the pipeline diameter and the type of cleaning, as shown on the Schedule of Prices. The unit price shall provide full compensation for all work required to perform such cleaning including, but not limited to, furnishing all labor, equipment and material for cleaning, flow isolation, pre- and post-cleaning TV inspection, traffic control, and all incidentals. The products shall be acceptable to the CITY or otherwise the CONTRACTOR shall re-clean and re-televise the sewer line to the satisfaction of the CITY.

2. Special cleaning not authorized in writing by the CITY shall be considered part of the cleaning operation and shall not be considered a separate pay item.

3. Sewer line or manhole cleaning is not a separate bid item. The prices for all cleaning of sewers and manhole; verification of adequate cleaning by pulling double squeegees; hoses; nozzles; water; labor; materials and/or any other work required to clean the sewers to a degree acceptable for television inspection and subsequent repairs shall be included in the bid item in which the rehabilitation occurs.

I. Items 29 Mechanical tuberculation/concrete removal

1. Removal of tuberculation in cast iron pipe, or concrete in pipe, involving the use of special equipment will be considered special cleaning and will be measured and paid per linear foot additionally to cleaning, depending on the pipeline diameter and the type of cleaning, as shown on the Schedule of Prices. The unit price shall provide full compensation for all work required to perform such cleaning including, but not limited to, furnishing all labor, equipment and material for cleaning, flow isolation, pre- and post-cleaning TV inspection, traffic control, and all incidentals. The products shall be acceptable to the CITY or otherwise the CONTRACTOR shall re-clean and re-televise the sewer line to the satisfaction of the CITY.

2. Special cleaning not authorized in writing by the CITY shall be considered part of the cleaning operation and shall not be considered a separate pay item.

3. Sewer line or manhole cleaning is not a separate bid item. The prices for all cleaning of sewers and manhole; verification of adequate cleaning by pulling double squeegees; hoses; nozzles; water; labor; materials and/or any other work required to clean the sewers to a degree acceptable for television inspection and subsequent repairs shall be included in the bid item in which the rehabilitation occurs.

J. Items 30 Protruding service connection removal by internal means

1. The CITY may request that the CONTRACTOR remove protruding service connections, typically to allow completion of inspection or as a prelude to lining. The CONTRACTOR shall use non-destructive robotic techniques. The use of equipment that may damage the existing service connection will not be allowed. The CONTRACTOR shall not perform this work prior to receiving written authorization from the CITY.

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2. Measurement shall be per protruding service connection removed.

3. Payment shall be at the unit price bid, per each protruding service connection removed, provided in the Bid Proposal and shall include full compensation for accessing the site, wastewater flow control, performing the protruding service connection removal, and all else incidental thereto for which separate payment is not provided under other items in the Bid Proposal.

K. Items 31 through 34 Cleanout installation

1. This item of work will be measured and paid for at the unit price per each. Payment of the unit price per each will provide complete compensation for furnishing materials and all labor, tools, equipment and incidentals, to locate utilities; locate lateral; excavate; install a cleanout riser with cover and plug at the property line; backfill; compact; and restore surface in grass, asphalt, or concrete as applicable, complete in place.

2. For cleanout installations greater than 5 feet in depth, payment will be made at the contract unit cost for each vertical foot below 5 feet excavated. This item shall be paid in addition to the contract unit cost for the first 5 feet of depth.

3. This item of work will be measured and paid for at the unit price per each. Payment of the unit price per each will provide complete compensation for furnishing materials and all labor, tools, equipment and incidentals, to install a cleanout riser with cover and plug at the property line, complete in place, beginning and ending with an open trench.

L. Items 35 & 48 Work in rear-yard easement

1. Payment shall be at the unit price bid, per easement repair performed, provided in the Bid Proposal and shall include full compensation for all additional labor, materials, equipment and incidentals required to perform work away from vehicular traveled ways, if so requested by the CITY, in association with any other work under this contract. This item will be paid in addition to the price paid under the corresponding work item, and will only be paid when the area where work must necessarily be performed is in the easement area and presents restrictions to vehicular access from roads, alleys, driveways, or other features suitable for access by the installation vehicles. This item shall be full compensation for all additional costs associated with working in an easement area.

2. When the CONTRACTOR judges that this item is applicable, the CONTRACTOR shall obtain the CITY's concurrence on such judgment in advance of performing the work.

3. When the CITY agrees in advance that further measures are required, such additional measures shall be separately compensated on a site-specific basis using the pay items provided. Payment is based on a unit price per each device or unit price per hour for personnel.

M. Items 36 through 37 Bypass pumping

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1. These items shall provide full compensation for bypass pumping operations required for sewer and manhole repair work. The CONTRACTOR shall attempt to perform the sewer work without bypass pumping. However, if, in the opinion of the CITY bypass pumping is necessary, it will be identified as a payment item. The pay item is a charge per day for all bypass pumping operations during a specific sewer repair, including services, regardless of the number of pumps required. Bypass Pumping shall be bid on the basis of sewer size which is bypassed.

2. These items shall include, but not be limited to, all necessary and required traffic control; pumps; piping; gasoline/diesel fuel; maintenance; transportation and storage; temporary bypass and service piping; labor; materials and/or any other costs associated with bypass pumping.

3. Plugging or blocking a sewer line shall be included in the appropriate bid item for which the flow must be stopped, and shall be considered incidental work and no additional payment shall be considered.

4. This item is not intended to address bypassing of force main flows where such flows discharge directly into a manhole being repaired or through a force main being repaired.

N. Items 38 Roadway replacement with 2-inch asphalt

1. The unit price bid for Roadway replacement (two lift of 1-inch thick asphaltic concrete wearing surface) shall provide full compensation for all work including, but not limited to furnishing all labor, equipment and material required for cutting, removing, protecting and replacing all existing asphalt paving and subgrade removed or damaged under this Contract; replacement of limerock base, prime coat, tack coat, asphalt, compaction, traffic markings, and maintenance of traffic. Payment will only be made if asphalt paving is encountered within the "Limits of Construction". All other replacement due to removal or damage as a result of the CONTRACTOR's operation shall be at the CONTRACTOR's expense.

2. Payment for Roadway Replacement will be made once and shall include both temporary and permanent Asphalt Roadway Replacement and will be made per square yard, based on base and asphalt thickness dimensions as required, installed and accepted.

O. Items 39 Asphalt pavement overlay

1. Item for construction pavement repairs (1-inch thick asphaltic concrete wearing surface overlay) will be paid for at the unit price bid times the number of square yards of overlay installed where directed by the CITY, and the price bid shall provide full compensation for all work including, but not limited to, furnishing all materials, labor and equipment for a complete installation. Pavement overlay will be in addition to the asphalt concrete pavement restoration.

P. Items 40 Limerock Base

1. The quantity to be paid for will be the number of cubic yards of only the new limerock material, conforming to CITY standards and specifications, actually placed

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for the base roadway course, where to be accepted and directed by the CITY. The quantity will be determined by measurement in loose volume, in truck bodies, at the point of dumping on the road, with proper deduction for all materials wasted, left in trucks or otherwise not actually used in the road. For this purpose, level the material in the truck bodies to facilitate accurate measurement.

Q. Items 41 Concrete sidewalk replacement

1. The unit price bid for Concrete Sidewalk Replacement shall provide full compensation for all work including, but not limited to, furnishing of all labor, equipment and material required for cutting, removing, protecting and replacing all existing concrete sidewalks removed or damaged under this Contract, concrete, formwork, reinforcing, placing, finishing and curing. Payment will only be made if sidewalks are encountered within the "Limits of Construction" as described herein. All other replacement due to removal or damage as a result of the CONTRACTOR's operation shall be at the CONTRACTOR's expense.

2. Payment for concrete sidewalk will be made per square yard installed and accepted.

R. Items 42 Concrete curb and gutter replacement

1. The unit price bid for Concrete Curb and Gutter Replacement shall provide full compensation for all work including, but not limited to furnishing all labor, equipment and material required for cutting, removing, replacing all existing concrete curbs and gutters removed or damaged under this Contract. Payment will only be made if curbs and gutters are encountered within the "Limits of Construction" as described herein. All other replacement due to removal or damage as a result of the CONTRACTOR's operation shall be at the CONTRACTOR's expense.

2. Payment for Concrete Curb and Gutter Replacement will be made per linear foot installed and accepted.

S. Items 43 Asphalt driveway replacement

1. The unit price for Asphalt Driveway Replacement shall provide full compensation for all work including, but not limited to, furnishing of all labor, equipment and material required for cutting, removing, protecting and replacing all existing asphalt driveways removed or damaged under this Contract; limerock base, prime coat, tack coat, asphalt and compaction. Payment will only be made if asphalt driveways are encountered within the "Limits of Construction" as described herein. All other replacement due to removal or damage as a result of the CONTRACTOR's operation shall be at the CONTRACTOR's expense.

2. Payment for asphalt driveway replacement will be made per square yard installed and accepted.

T. Items 44 Concrete driveway replacement

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1. The unit price for Concrete Driveway Replacement shall provide full compensation for all work including, but not limited to, furnishing of all labor, equipment and material required for cutting, removing, protecting and replacing all existing concrete driveways removed or damaged under this Contract, concrete, formwork, reinforcing, placing, finishing and curing. Payment will only be made if sidewalks are encountered within the "Limits of Construction" as described herein. All other replacement due to removal or damage as a result of the CONTRACTOR's operation shall be at the CONTRACTOR's expense.

2. Payment for concrete driveway replacement will be made per square yard installed and accepted.

U. Items 45 Sod replacement

1. Sod replacement will be paid for at the unit price bid and shall provide full compensation for all work including, but not limited to, furnishing all labor, equipment and material required for replacing sod removed or damaged under this Contract. Payment will only be made if sodded areas are encountered within the "Limits of Construction" as described herein. Measurement of payment shall be the number of square feet actually removed and replaced within the Limits of Construction. All other replacement due to removal or damage as a result of the CONTRACTOR's operation shall be at the CONTRACTOR's expense.

2. Payment for Sod Replacement will be made per square foot installed and accepted.

V. Items 46 through 48 Traffic control

1. Traffic control measures to be included in the prices stipulated for all the unit pay items listed under this contract shall include standard traffic cones and up to 10 barricades and 10 advance warning and/or detour signs. No separate payment shall be made for such traffic control measures.

2. The CONTRACTOR shall advise the CITY in advance in the event that additional traffic control measures are deemed necessary.

W. Items 50 Expedited mobilization

1. Payment shall be at the unit price bid, per mobilization performed, provided in the Bid Proposal and shall include full compensation for all additional labor, materials, equipment and incidentals required to complete an expedited mobilization, if so requested by the OWNER, in association with any other work under this contract. Payment shall be per mobilization performed, where CONTRACTOR shall commit to the expedited mobilization within 24 hours of the CITY's request and mobilize and actively initiate the repair work within 72 hours of the CITY's request.

2. The CONTRACTOR is not required to accomplish an expedited mobilization, but cannot otherwise earn the associated payment.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

X. Items 51 Undefined Allowance

1. Payment for work as directed by the Engineer and authorized through the change order process. The CITY reserves the right to award any, all, or none of the money associated with this bid item.

Y. Items 52 Crew hourly rate to address utility conflicts

1. Payment under this item is limited to work not already in other pay items of this contract and approved by the CITY Project manager in advance to address utility conflicts and other similar field issues. The crew's hourly rate shall include: one superintendent, one foreman, three laborers, and utilization of all construction equipment typically used by the CONTRACTOR'S crew.

2. Payment for these items, shall be made at the unit price named in the Schedule of Values.

3. Payment of these items, shall constitute full compensation for all labor, equipment, material and work performed in the furnishing and installing agreed upon items, all in accordance with the requirements of the contract documents.

PART 2 -- PRODUCTS (Not Used)
PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Table 01025-1. Pre-Repair and Post-Repair TV Inspection Requirements

Required Action	Work Assignment A: Inspect Lateral	B: Install Lateral Liner	C: Install Full Liner	D: Install Sectional Liner	E: Install T-Liner	F: Install Main/Lateral Connection Interface Seal	G: Perform Chemical Grouting (mains and main/lateral connections)	H: Perform Chemical Grouting (laterals)	I: Perform Excavated Point-Repair (mains and main/lateral connections)	J: Perform Excavated Point-Repair (laterals)	Notes
Televise main from upstream manhole to downstream manhole (pan designated lateral(s) from main for B, E, F, G, and I).		•	•	•	•	•	•		•		
Televise lateral (lateral camera launched from main).	•	•			•			•		•	(1)
Submit television inspection video and log to Owner to allow Owner to (1) confirm contractor is in the correct location, (2) confirm the repair has not already been completed, (3) confirm possible changed conditions do not require an alternative repair approach, (4) identify conditions that may affect quality of repair, and (5) verify pre-repair conditions for comparison in the event that the contractor damages the pipe during the repair.		•	•	•	•	•	•	•	•	•	(2), (3)
Upon Owner's approval, perform repair.		•	•	•	•	•	•	•	•	•	(2)
Televise entire main.			•								(4)
Televise main from upstream manhole to repair(s) and televise repair(s) and at least one pipe length beyond repair(s).		•		•	•	•	•		•		
Televise lateral to show lateral repair (lateral camera launched from main).		•			•			•		•	(1)
Submit inspection video to Owner with pay request.	•										
Submit pre-repair and post-repair videos and logs to Owner with pay request.		•	•	•	•	•	•	•	•	•	(2), (5)

Notes

(1) Continuous video of the main from the upstream manhole must precede lateral launching and lateral video to allow verification that camera is in the correct lateral. Pan designated laterals from main before launching.

(2) Engineer may act as Owner's representative if so directed by Owner.

(3) If Owner cancels original repair following review of pre-repair video, contractor will be paid separately for the pre-repair TV inspection. Otherwise, pre-repair TV inspection is included in the repair price along with post-repair TV inspection.

(4) Televise liner ends following full liner installation.

(5) If multiple repairs are being performed in the same line by one or more contractors, Owner may direct one contractor to provide pre-repair video and/or post-repair video a single time on behalf of all repairs and/or contractors. In this or any other case where the Owner allows any video inspection to not be performed, contractor(s) shall issue a credit to the Owner for video inspection not performed in the amount of the pay item used for video inspection only.

(6) If a lateral must be located from the roof vent using a sonde because no cleanout is available and the lateral construction prevents lateral location using a main-launched sonde, contractor will be paid separately for the lateral location. Otherwise, lateral location is included in the repair price.

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SECTION 01070

ABBREVIATIONS

PART 1 – GENERAL

1.01 THE REQUIREMENT

A. Wherever in these specifications references are made to the standards, other published data of the various national, regional, or organizations may be referred to by their acronym or abbreviation user of these specifications, the following acronyms or abbreviations these specifications shall have the meanings indicated herein.

1.02 ABBREVIATIONS AND ACRONYMS

AAMA Architectural Aluminum Manufacturer's Association

AASHTO American Association of the State Highway and ACI American Concrete Institute

ACOE Army Corps of Engineers

ACPA American Concrete Pipe Association

AFBMA Anti-Friction Bearing Manufacturer's Association, AGMA American Gear Manufacturer's Association

AHGDA American Hot Dip Galvanizers Association

AI The Asphalt Institute

AIA American Institute of Architects

AISC American Institute of Steel Construction

AISI American Iron and Steel Institute

AITC American Institute of Timber Construction

AMCA Air Moving and Conditioning Association

ANSI American National Standards Institute, Inc.

APA American Plywood Association

API American Petroleum Institute

APHA American Public Health Association

APWA American Public Works Association

ASA Acoustical Society of America

ASAE American Society of Agriculture Engineers

ASCE American Society of Civil Engineers

ASHRAE American Society of Heating, Refrigerating, and Air-Conditioning Engineers

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

ASLE American Society of Lubricating Engineers
ASME American Society of Mechanical Engineers
ASMM Architectural Sheet Metal Manual
ASSE American Society of Sanitary Engineers
ASTM American Society for Testing and Materials
AWPA American Wood Preservers Association
AWPI American Wood Preservers Institute
AWS American Welding Society
AWWA American Water Works Association
BCDPEP Broward County Department of Planning and Environmental Protection (formerly BCDNRP)
BCEPD Broward County Environmental Protection Department (formerly BCDPEP)
BCEPGMD Broward County Environmental Protection and Growth Management Department (formerly BCEPD)
BCHD Broward County Health Department
BHMA Builders Hardware Manufacturer's Association
CMA Concrete Masonry Association
CRSI Concrete Reinforcing Steel Institute
DIPRA Ductile Iron Pipe Research Association
EIA Electronic Industries Association
ETL Electrical Test Laboratories
FBC Florida Building Code
FDEP Florida Department of Environmental Protection
FDOT Florida Department of Transportation
FS Federal Specifications
IEEE Institute of Electrical and Electronics Engineers
IES Illuminating Engineering Society
IPCEA Insulated Power Cable Engineers Association
ISA Instrument Systems and Automation
ISO International Organization for Standardization
MBMA Metal Building Manufacturers Association
MMA Monorail Manufacturers Association

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

MTI Marine Testing Institute
NAAM National Association of Architectural Metal Manufacturers
NACE National Association of Corrosion Engineers
NBS National Bureau of Standards
NEC National Electrical Code
NEMA National Electrical Manufacturer's Association
NFPA National Fire Protection Association
NIOSH National Institute of Occupational Safety and Health
NIST National Institute of Standards and Testing
NRCA National Roofing Contractors Association
NSF National Science Foundation
OSHA Occupational Safety and Health Administration
PCA Portland Cement Association
SMACCNA Sheet Metal and Air Conditioning Contractors National Association
SSPC Steel Structures Painting Council
SSPWC Standard Specifications for Public Works Construction
SFWMD South Florida Water Management District
UL Underwriters Laboratories, Inc.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 01090

APPLICABLE STANDARDS

Part 1 - GENERAL

1.01 THE REQUIREMENT

A. Wherever references are made in these specifications to any published standards, codes, standard specifications, or other published data of the various national, regional, or local organizations, such organizations may be referred to by their acronym or abbreviation only. References shall be to the latest versions currently in effect, unless otherwise specified by the City and/or Engineer. As a guide to the user of these specifications, the following acronyms or abbreviations which may appear in these specifications shall have the meanings indicated herein.

B. The following is a partial list of typical abbreviations which may be used in the Specifications, and the organizations to which they refer. Abbreviated titles for other governing standards are used throughout these specifications and, although most of them are widely known, their complete titles are given below to avoid misunderstanding:

1. AAMA - Architectural Aluminum Manufacturer's Association
2. AASHTO - American Association of the State Highway and
3. ACI - American Concrete Institute
4. ACI - American Concrete Institute
5. ACIFS - American Cast Iron Flange Standards
6. ACOE - Army Corps of Engineers
7. ACPA - American Concrete Pipe Association
8. AFBMA - Anti-Friction Bearing Manufacturer's Association
9. AGMA - American Gear Manufacturer's Association
10. AGA - American Gas Association
11. AGMA - American Gear Manufacturers Association
12. AHGDA - American Hot Dip Galvanizers Association
13. AI - The Asphalt Institute
14. AIA - American Institute of Architects
15. AISC - American Institute of Steel Construction
16. AISI - American Iron and Steel Institute

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SECTION 01090

APPLICABLE STANDARDS

17. AITC - American Institute of Timber Construction
18. AMCA - Air Moving and Conditioning Association
19. ANSI - American National Standards Institute, Inc.
20. APA - American Plywood Association
21. API - American Petroleum Institute
22. APHA - American Public Health Association
23. APWA - American Public Works Association
24. ASA - Acoustical Society of America
25. ASAE - American Society of Agriculture Engineers
26. ASCE - American Society of Civil Engineers
27. ASHRAE - American Society of Heating, Refrigerating, and Air-Conditioning Engineers
28. ASLE - American Society of Lubricating Engineers
29. ASME - American Society of Mechanical Engineers
30. ASMM - Architectural Sheet Metal Manual
31. ASSE - American Society of Sanitary Engineers
32. ASTM - American Society for Testing and Materials
33. AWI - Architectural Woodwork Institute
34. AWPA - American Wood Preservers Association
35. AWPI - American Wood Preservers Institute
36. AWS - American Welding Society
37. AWWA - American Water Works Association
38. BCEPGMD - Broward County Environmental Protection and Growth Management Department (formerly BCEPD)
39. BCHD - Broward County Health Department
40. BHMA - Builders Hardware Manufacturer's Association
41. CMA - Concrete Masonry Association
42. CRSI - Concrete Reinforcing Steel Institute
43. CSA - Canadian Standards Association

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SECTION 01090

APPLICABLE STANDARDS

44. DHI - Door and Hardware Institute
45. DIPRA - Ductile Iron Pipe Research Association
46. EIA - Electronic Industries Association
47. ETL - Electrical Test Laboratories
48. FBC - Florida Building Code
49. FDEP - Florida Department of Environmental Protection
50. FDOT - Florida Department of Transportation
51. FS - Federal Specifications
52. ICEA - Insulated Cable Engineers Association
53. IEEE - Institute of Electrical and Electronics Engineers
54. IES - Illuminating Engineering Society
55. IPCEA - Insulated Power Cable Engineers Association
56. ISA - Instrument Systems and Automation
57. ISO - International Organization for Standardization
58. MBMA - Metal Building Manufacturers Association
59. MMA - Monorail Manufacturers Association
60. MTI - Marine Testing Institute
61. NAAMM - National Association of Architectural Metal Manufacturers
62. NACE - National Association of Corrosion Engineers
63. NBS - National Bureau of Standards
64. NCPI - National Clay Pipe Institute
65. NEC - National Electrical Code
66. NEMA - National Electrical Manufacturer's Association
67. NFPA - National Fire Protection Association
68. NLMA - National Lumber Manufacturers Association
69. NIOSH - National Institute of Occupational Safety and Health
70. NIST - National Institute of Standards and Testing
71. NRCA - National Roofing Contractors Association
72. NSF - National Science Foundation

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SECTION 01090

APPLICABLE STANDARDS

73. OSHA - Occupational Safety and Health Administration
74. PCA - Portland Cement Association
75. SMACCNA - Sheet Metal and Air Conditioning Contractors National Association
76. SAE - Society of Automotive Engineers Standards
77. SHBI - Steel Heating Boiler Institute
78. SMACCNA - Sheet Metal and Air Conditioning Contractors National Association
79. SSPC - Steel Structures Painting Council
80. SSPWC - Standard Specifications for Public Works Construction
81. SFWMD - South Florida Water Management District
82. UL - Underwriters Laboratories, Inc.

C. CONTRACTOR shall, when required, furnish evidence satisfactory to the ENGINEER that materials and methods are in accordance with such standards where so specified.

D. In the event any questions arise as to the application of these standards or codes, copies shall be supplied on site by the CONTRACTOR.

Part 2 - PRODUCTS (Not Used)

Part 3 - EXECUTION (Not Used)

- END OF SECTION –

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SECTION 01200

PROJECT MEETINGS

Part 1 - GENERAL

1.01 PRECONSTRUCTION

A. A mandatory preconstruction meeting will be held to acquaint representatives of the City and various other agencies with those in responsible charge of the Contractor's activities for the project. Unless otherwise directed by the City, no construction activities relating to this contract shall commence until after the pre-construction meeting has adjourned, and until any pending business from the meeting has been addressed by the Contractor to the satisfaction of the City and Engineer. The meeting will cover such subjects as the following:

1. Insurance certificates
2. Permits and licenses
3. Affirmative action employment
4. Construction schedules
5. Cost breakdown and applications for payment
6. Material deliveries, storage and payments
7. Shop drawings and submittals
8. Job-site inspection by the Engineer
9. Safety and emergency action procedures
10. Operations of the existing utilities
11. Field offices, security and other housekeeping procedures
12. List of subcontractors
13. Liquidated damages
14. Communications
15. Coordinating
16. All other appropriate matters.

1.02 PROGRESS

A. A progress meeting shall be held on a once-per-week basis for the purpose of coordinating and expediting the work. The CONTRACTOR, as a part of his obligations under the Contract, shall attend in person or by an authorized representative to attend and to act on his behalf. The ENGINEER will conduct such meetings and as necessary, with the CONTRACTOR's input, issue an agenda.

B. In addition, the ENGINEER or CONTRACTOR may call for special job site meetings for the purpose of resolving unforeseen problems or conflicts which may impede the construction schedule. The ENGINEER will prepare a brief

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summary report of the decisions or understandings concerning each of the items discussed at the meeting.

C. At weekly progress meetings, the CONTRACTOR shall submit to the ENGINEER for review a current two (2) week progress schedule. This schedule submission shall include a two week look ahead schedule and reflect status of the work performed during the preceding week.

Part 2 - PART 2 -- PRODUCTS (Not Used)

Part 3 - PART 3 -- EXECUTION (Not Used)

- END OF SECTION –

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SECTION 01300

SUBMITTALS

Part 1 - GENERAL

1.01 THE REQUIREMENT

A. This section specifies the means of all submittals. All submittals, whether their final destination is to the City, Engineer, or other representatives of the City, shall be directed through the Engineer. A summary of the key types of submittals and the number of copies required is as follows:

Copies to Engineer	Type of Submittal
4	Construction schedule
4	Schedule of payment items
1	Audio visual preconstruction record
6	Progress estimates
4	Shop drawings
4	Certificates of compliance
2	Warranties
1*	Product samples
1	Record drawings
5	Final Record Drawings

*Unless otherwise required in the specific Section where requested.

1.02 SUBMITTAL PROCEDURES

A. Transmit each submittal with a form acceptable to the Engineer, clearly identifying the project Contractor, the enclosed material and other pertinent information specified in other parts of this section. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
B. Revise and resubmit submittals as required, identify all changes made since previous submittals. Resubmittals shall be noted as such.
C. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

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SECTION 01300

SUBMITTALS

1.04 CONSTRUCTION PROGRESS SCHEDULE

A. The Contractor shall have the capability of preparing and utilizing the specified construction progress scheduling techniques. A statement of capability shall be submitted in writing to the Engineer with the return of the executed Agreement to the City and will verify that either the Contractor's organization has in-house capability qualified to use the technique or that the Contractor employs a consultant who is so qualified. Capability shall be verified by description of the construction projects to which the Contractor or its consultant has successfully applied the scheduling technique and which were controlled throughout the duration of the project by means of systematic use and updating of the construction progress schedule, the network analysis and associated reports. The submittal shall include the name of the individual on the Contractor's staff who will be responsible for the construction progress schedule, and associated reports and for providing the required updating information of same. The Contractor shall submit its proposed progress (baseline) schedule to the Engineer for review and comment within thirty days of the Notice to Award. The Engineer shall have the authority to determine acceptability/correctness of the schedule logic and activity interrelationships. The use of extraneous, nonworking activities and activities which add restraints to the construction schedule shall not be accepted. Baseline schedules that do not meet their contract completion dates shall not be accepted.

B. The Contractor's progress schedule (baseline and monthly updates) shall be computer generated and resource loaded. Each construction progress schedule, and associated report shall include the following tabulations: a list of activities in numerical order, a list of activity precedence, schedules sequenced by Early Start Date, Total Float, and Late Start Date. Each schedule and report shall include the following minimum items.

1. Activity Numbers
2. Estimated Duration
3. Activity Description
4. Early Start Date (Calendar Dated)
5. Early Finish Date (Calendar Dated)
6. Latest Allowable Start Date (Calendar Dated)
7. Latest Allowable Finish Date (Calendar Dated)
8. Status (whether critical)
9. Estimated Cost of The Activity
10. Total Float and Free Float

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C. In addition, each construction progress schedule, network analysis and report shall be prefaced with the following summary data:

1. Contract Name and Number
2. Contractor'S Name
3. Contract Duration and Float
4. Contract Schedule
5. The Effective or Starting Date of The Schedule (the date indicated in the Notice-to-Proceed)

D. The work day to calendar date correlation shall be based on an 8-hour day and 40-hour week with adequate allowance for holidays and all other special requirements of the Work. A total of six (6) days for adverse weather shall also be allowed for in the progress schedule.

E. If the Contractor desires to make changes in its method of operating which affect the construction progress schedule and related items, the Contractor shall notify the Engineer in writing stating what changes are proposed and the reason for the change. If the Engineer accepts these changes, in writing, the Contractor shall revise and submit, without additional cost to the City, all of the affected portions of the construction progress schedule, and associated reports. The construction progress schedule and related items shall be adjusted by the Contractor only after prior acceptance, in writing by the Engineer. Adjustments may consist of changing portions of the activity sequence, activity durations, division of activities, or other adjustments as may be required. The addition of extraneous, nonworking activities and activities which add restraints to the construction progress schedule shall not be accepted.

F. Except where earlier completions are specified, schedule dates which show completion of all Work prior to the contract completion date shall, in no event, be the basis for claim for delay against the City by the Contractor.

G. Construction progress schedules and related items which contain activities showing negative float or which extend beyond the contract completion date will not be accepted by the Engineer.

H. Whenever it becomes apparent from the current construction progress schedule and associated reports that delays to the critical path have resulted and the contract completion date will not be met, or when so directed by the Engineer, the Contractor shall take some or all of the following actions at no additional cost to the City. They shall submit to the Engineer for approval, a written statement of the steps they intend to take to remove or arrest the delay to the critical path in the current construction progress schedule, including a computer generated schedule revision to reflect proposed actions.

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1. Increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of work.
2. Increase the number of working hours per shift, shifts per day, working days per week, the amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate the backlog of work.
3. Reschedule activities to achieve maximum practical concurrency of accomplishment of activities, and comply with the revised schedule.

I. If when so requested by the Engineer, the Contractor should fail to submit a written statement of the steps they intend to take or should fail to take such steps as reviewed and accepted in writing by the Engineer, the Engineer may direct the Contractor to increase the level of effort in manpower (trades), equipment and work schedule (overtime, weekend and holiday work, etc.) to be employed by the Contractor in order to remove or arrest the delay to the critical path in the current construction progress schedule, and the Contractor shall promptly provide such level of effort at no additional cost to the City.

J. If the completion of any activity, whether or not critical, falls more than 100 percent behind its previously scheduled and accepted duration, the Contractor shall submit for approval a schedule adjustment showing each such activity divided into two activities reflecting completed versus uncompleted work.

K. Shop drawings which are not approved on the first submittal or within the time scheduled, and equipment which does not pass the specified tests and certifications shall be immediately rescheduled.

L. The contract time will be adjusted only in accordance with the General Requirements and other portions of the Contract Documents as may be applicable. If the Engineer finds that the Contractor is entitled to any extension of the contract completion date, the Engineer's determination as to the total number of days extension shall be based upon the current construction progress schedule and on all data relevant to the extension. Such data shall be included in the next updating of the schedule and related items. Actual delays in activities which, according to the construction progress schedule, do not affect any contract completion date will not be the basis for a change therein.

M. From time to time it may be necessary for the contract schedule of completion time to be adjusted by the City in accordance with the General Requirements and other portions of the Contract Documents as may be applicable. Under such conditions, the Engineer will direct the Contractor to reschedule the Work or contract completion time to reflect the changed conditions, and the Contractor shall revise the construction progress schedule and related items accordingly, at no additional cost to the City.

N. Available float time may be used by the City through the City's Engineer.

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O. The City controls the float time and, therefore, without obligation to extend either the overall completion date or any intermediate completion dates, the City may initiate changes that absorb float time only. City initiated changes that affect the critical path on the network diagram shall be the sole grounds for extending the completion dates. Contractor initiated changes that encroach on the float time may be accomplished only with the City's concurrence. Such changes, however, shall give way to City initiated changes competing for the same float time.

P. To the extent that the construction project schedule, or associated report or any revision thereof shows anything not jointly agreed upon or fails to shown anything jointly agreed upon, it shall not be deemed to have been accepted by the Engineer. Failure to include on a schedule 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, not withstanding the review of the schedule by the Engineer.

Q. Review and acceptance of the construction progress schedule, and related reports, by the Engineer is advisory only and shall not relieve the Contractor of the responsibility for accomplishing the Work within the contract completion date. Omissions and errors in the construction progress schedule, and related reports shall not excuse performance less than that required by the Contract and in no way make the Engineer an insurer of the Contractor'S success or liable for time or cost overruns flowing from any shortcomings in the construction progress schedule, and related reports.

R. The Contractor shall present and discuss the proposed schedule at the preconstruction conference.

S. The construction progress schedule shall be based upon the precedence diagramming method of scheduling and shall be prepared in the form of a horizontal bar chart showing in detail the proposed sequence of the Work and identifying all construction activities included but not limited to yard piping, all structures and treatment units and all related Work specified herein to be performed under the Contract. The schedule shall be time scaled, identifying the first day of each week, with the estimated date of starting and completion of each stage of the Work in order to complete the project within the contract time. The project critical path shall be clearly identified in color or by other means acceptable to the Engineer.

T. The progress schedule shall be plotted on 22-inch by 34-inch and 11-inch by 17-inch paper and shall be revised and updated monthly, depicting progress through the last day of the current month and scheduled progress through completion. Ten (one 22-inch by 34-inch and nine 11-inch by 17-inch), schedules, required schedule "sorts" (tabulations) and an electronic copy of

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the baseline schedule shall be submitted for review and acceptance. Five (one 22-inch by 34-inch and four 11-inch x 17-inch) up-to-date copies of the schedule and five copies of tabulations and an electronic copy shall be submitted along with the application for monthly progress payments for the same period.

U. The construction progress schedule shall be developed and maintained using Primavera Sure Trak as manufactured by Primavera Systems, Inc., or equal.

1.05 SCHEDULE OF PAYMENT VALUES

A. The Contractor shall submit a Schedule of Payment Values, in accordance with Section 01025, for all items in the proposal that are to be paid for on a lump sum basis. The schedule shall contain the labor and material values of the component parts of Work for the purpose of making progress payments during the construction period. The Schedule of Payment Values shall directly correlate on an item by item basis (unless otherwise accepted by the Engineer) to each individual activity detalled In the constructlon progress schedule.

B. The schedule shall be given in sufficient detail for the proper identification of Work accomplished. Each item shall include its proportional share of all costs including the Contractor's overhead, contingencies and profit. The sum of all scheduled items shall equal the total value of the Contract.

C. If the Contractor anticipates the need for payment for materials stored on the project site, it shall also submit a separate list covering the cost of materials, delivered and unloaded with taxes paid. This list shall also include the installed value of the item with coded reference to the Work items in the Schedule of Payment Items.

D. The Contractor shall expand or modify the above schedule and materials listing as required by the Engineer'S initial or subsequent reviews.

E. The Contractor shall update the Schedule of Payment Values monthly for reviewing by the Engineer. The payment applications shall be reviewed by the Engineer in accordance with the updated Schedule of Payment Values.

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SECTION 01300

SUBMITTALS

1.07 SHOP DRAWINGS, PROJECT DATA AND SAMPLES

A. General: A Shop Drawing Submittal Schedule shall be provided by the Contractor within thirty (30) days of the Notice to Proceed.
B. The Contractor shall furnish for review four (4) copies of shop drawings, project data, samples and other submittal items required by the Contract Documents. Two (2) copies shall be returned to the Contractor stamped "Furnish as Submitted" or "Furnish as Corrected". Where major corrections are indicated, two (2) copies will be returned stamped "Revise and Resubmit" and a new submittal is required (4 copies).
C. The review of the Contractor'S submissions shall in no way relieve the Contractor of any of his responsibilities under the Contract. An acceptance of a submission shall be interpreted to mean that there are no specific objections to the submitted material, subject to conformance with the Contract Drawings and Specifications.
D. All submissions shall be dated and properly referenced to the specifications section and Contract Drawing number. The submittal number shall match the following submittal numbering system (or an equivalent system as approved by the Engineer):

Submittal Numbering System

1. Package ID: The package number will reflect the CSI (specification) section number as it appears in the specifications.
2. Subgroup ID: The submittal number will include the CSI number followed by two additional codes. The first will define the type of submittal as follows:

   01 - Product Data, Specifications, Cut Sheets, Manufacturers certification or approval letters.
   02 - Shop Drawings
   03 - Product Samples and Mock-Ups
   04 - Special requirements as required in the contract documents
   05 - As-Built Drawings
   06 - Warranties
   07 - O&M
   08 - Spare Parts

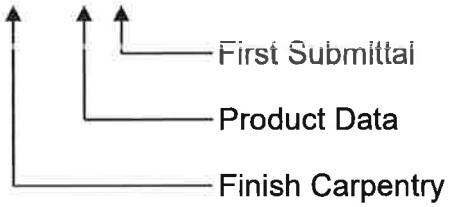
   The second code will identify individual submittals within that submittal type. The number to the left of the decimal represents the submittal

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number and the number to the right of the decimal represents the revision number.

Example:

Package	Submittal	Description
03300	03300-01-1.1	Concrete Admixture A, First Submittal
06400	06400-01-1.2 ←	Re-submittal



By the following this code system, all submittals may be entered into the Document Tracking System prior to receipt of submittals. When a particular submittal is received, locate the entry in the Document Tracking project file, add the appropriate information and process. The Document Tracking System will provide the next sequence number.

E. Shop Drawings and Project Data within practical limits shall be submitted as a single complete package for any operating system and shall include all items of equipment and mechanical units involved in the functioning of such system. Where applicable, the submission shall include elementary wiring diagrams showing circuit functioning and necessary interconnection wiring diagrams for construction.

F. All submissions shall bear the Contractor'S stamp certifying that they have been checked for conformance and accuracy. Submissions without the Contractor'S stamp of approval will not be reviewed by the Engineer and will be returned to the Contractor.

G. For any submission containing any departure from the Contract Documents and the Contractor shall include proper explanation in his letter of submittal.

H. Work on fabricated or special items shall not be commenced until the required submission information has been reviewed and accepted.

I. Standard items shall not be assembled or shipped until the required submission information has been reviewed and accepted.

J. Prior review actions shall not relieve the Contractor of the responsibility for correcting errors, deviations, and/or omissions discovered at a later date.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 01300

SUBMITTALS

K. Shop Drawings: Shop Drawings include, but are not limited to, layout drawings, installation drawings, construction drawings, certified and interconnecting wiring diagrams, etc. The Contractor shall be responsible for security of all the information, details, dimension, drawings, etc. necessary to prepare submission drawings required and necessary under this Contract and to fulfill all other requirements of his Contract. The Contractor shall secure such information, details, drawings, etc. from all possible sources including the Contract Drawings, drawings prepared by subcontractors, Engineer, manufacturers, Contractors, etc.

L. Submission drawings shall accurately and clearly present the following:

1. All working and installation dimensions.
2. Arrangement and sectional views.
3. Units of equipment in the proposed position for installation, details of required attachments and connections and dimensioned locations between units and in relation to the structures.
4. Necessary details and information for making connections between the various trades including but not limited to, power supplies and interconnection wiring between units, accessories, appurtenances, etc.

M. Product Data: Where manufacturer's publications in the form of catalogs, brochures, illustrations, or other data sheets are submitted in lieu of prepared shop drawings, such submission shall specifically indicate the particular item offered. Identification of such items and relative pertinent information shall be made with indelible ink. Submissions showing only general information will not be accepted.

N. Product data shall include materials of construction, dimensions, performance characteristics, capacities, wiring diagrams, piping and controls, etc.

O. Samples: Contractor shall furnish for review all samples as required by the Contract Documents or requested by the Engineer.

P. Samples shall be of sufficient size or quantity to clearly illustrate the quality, type, range of color, finish or texture and shall be properly labeled to show the nature of the work where the material represented by the sample will be used.

Q. Samples shall be checked by the Contractor for conformance to the Contract Documents before being submitted to the Engineer and shall bear the Contractor'S stamp certifying that they have been so checked. Transportation charges on samples submitted to the Engineer shall be prepaid by the Contractor.

R. Engineer's review will be for compliance with the Contract Documents, and his comments will be transmitted to the Contractor with reasonable promptness.

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S. Accepted samples will establish the standards by which the completed work will be judged.

1.08 OPERATION AND MAINTENANCE INSTRUCTIONS (MANUALS)

A. Individual Instructions: The Contractor, through manufacturer's representatives or other qualified individuals, shall provide instruction of designated employees of the OWNER in the operation and care of all equipment furnished.

B. Written Instructions: The Contractor shall furnish and deliver to the Engineer, prior to the fifty percent completion point of construction, and no later than thirty (30) days prior to operator training, ten (10) complete sets of instructions, technical bulletins, and any other printed matter such as diagrams, prints or drawings, containing full information required for the proper operation, maintenance, and repair of the equipment. As a minimum, the following shall be included in this submittal:

1. Operating Instructions
2. Troubleshooting Information
3. Maintenance Schedule(s)
4. Lubrication Schedule
5. Location of Service Centers
6. Parts Diagram and List
7. Spare Parts List (spare parts furnished shall be defined)
8. Special Tools List
9. Installation Instructions
10. Assembly & Erection Drawings
11. Dimensional Drawings
12. Wiring Diagram(s)
13. Storage Instructions

C. These requirements are a prerequisite to the operation and acceptance of equipment. Each set of instructions shall be bound together in appropriate three-ring binders. A detailed Table of Contents shall be provided for each set. Written operation and maintenance instructions shall be required for all equipment items supplied for this project. The amount of detail shall be commensurate with the complexity of the equipment item. Submittal shall be made for all mechanical and electrical equipment included but not limited to pumps, valves, gates, etc.

D. Information not applicable to the specific piece of equipment installed on this project shall be struck from the submission. Information provided shall include

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a source of replacement parts and names of service representatives, including address and telephone number.

E. Extensive pictorial cuts of equipment are required for operator reference in servicing.

F. When written instructions include shop drawings and other information previously reviewed by the Engineer, only those editions thereof which were accepted by the Engineer, and which accurately depict the equipment installed, shall be incorporated in the instructions.

1.09 RECORD DRAWINGS

A. The Contractor shall keep and maintain, at the job site, one record set of Drawings. On these, it shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original Contract Drawings, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Drawings. As-Built furnished grade information shall be included on the record drawings. Said record drawings shall be supplemented by detailed sketches as necessary or directed to indicate, fully, the Work as actually constructed. These master record drawings of the Contractor'S representation of as-build conditions, including all revisions made necessary by addenda and change orders shall be maintained up-to-date during the progress of Work.

B. The record drawings shall be received on the 20th working day of every third month after the month in which the final notice to proceed is given as well as on completion of Work. Failure to maintain the record drawings up-to-date shall be grounds of withholding monthly progress payments until such time as the record drawings are brought up-to-date.

C. In the case of those drawings which depict the detail requirement for equipment to the assembled and wired in the factory, such as motor control centers and the like, the record drawing shall be updated by indicating those portions which are superseded by change order drawings or final shop drawings, and by including appropriate reference information describing the change orders by number and the shop drawings by manufacturer, drawing, and revision numbers.

D. Record drawings shall be accessible to the Engineer at all times during the construction period.

E. Upon substantial completion of the Work and prior to final acceptance, the Contractor shall finalize and deliver a complete set of final record drawings to

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the Engineer for transmittal to the City, conforming to the construction records of the Contractor. This set of drawings shall consist of corrected drawings showing the reported location of the Work. The information submitted by the Contractor and incorporated in the Final Record Drawings will be assumed to be correct, and the Engineer will not be responsible for the accuracy of such information, and for any errors or omissions which may appear on the Final Record Drawings as a result.

F. The information submitted by the Contractor in the Final Record Drawings shall be certified by a land surveyor registered in the State of Florida. For clarity, Final Record Drawings needs to be redrawn and clearly labeled as "Record Drawings". Notations indicated in the drawings shall be legible and printed in black ink. No handwritten notes are allowed.

G. Final payment will not be acted upon until the Engineer certifies the record drawings as required by the agencies having jurisdiction. Said up-to-date record drawings shall be in the form of a set of prints with carefully plotted information.

H. All final record drawings shall be certified by the Engineer of Record. Such certification shall evidence that Engineer has reviewed the information, finds it in substantial accordance with the design; and where deviations from the design exist, that said deviations are not to the detriment of the system. Engineer's certification shall read as follows:

"I HEREBY NOTIFY THE OWNER OF THE COMPLETION OF CONSTRUCTION OF ALL THE COMPONENTS OF THE WATER, SEWER AND STORMWATER FACILITIES FOR THE ABOVE REFERENCED PROJECT AND CERTIFY THAT THEY HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS PERMITTED BY THE AGENCIES HAVING JURISDICTION"

I. The Contractor shall submit all electronic media files of the paving, grading, water, sewer and drainage plans, reports, other supporting information, and the final version of as-built drawings shall be submitted to the Engineer's office. The information provided shall contain an index file with a brief description of the electronic filing contents, and shall be labeled with project name, company name, and point of contact. Documents and spreadsheets shall be submitted in either MS Word, Word Perfect, Excel, Lotus, or other format approved by the Engineer. Drawings shall be submitted in AutoCAD, MicroStation, or other format approved by the Engineer.

J. Final Record Drawings submitted to the City as part of the project acceptance shall contain at least the following information:

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1. Drawings shall be legibly marked to record actual construction.
2. Drawings shall show actual location of all underground and above ground water and wastewater, stormwater piping and related appurtenances. All changes to piping location including horizontal and vertical locations of utilities and appurtenances shall be clearly shown and referenced to permanent surface improvements. Drawings shall also show actual installed pipe material, class, etc. Profile sheets shall be updated to include all field measurements and elevations taken during construction.
3. Drawings shall clearly show all field changes of dimension and detail including changes made by field order or by change order.
4. Drawings shall clearly show all details not on original contract drawings but constructed in the field. All equipment and piping relocation shall be clearly shown.
5. Location of all manholes, hydrants, tees, reducers, crosses, valves, and valve boxes shall be shown. All tees, reducers, crosses, and valves shall be referenced from at least two (2) and preferably three (3) permanent points such as building corners and roadway intersections.
6. Dimensions between all manholes shall be field verified and shown. The rim, inverts and grade elevations of all manholes shall be shown.

1.10 WARRANTIES

A. Original warranties, called for in the Contract Documents, shall be submitted to the City through the Engineer. When warranties are required, they shall be submitted prior to request for payment.
B. When advance copies of warranties are requested, they shall be submitted with, and considered as shop drawings.
C. The Contractor shall warrant to the City that all material and labor used in the construction are covered by his warrantee for a minimum of a one year period upon approval and acceptance by the City. The Contractor shall replace or repair defects at no cost to the City during the warrantee period. No visible or potential leakage shall be allowed during the warrantee period.

1.11 CERTIFICATES

A. Copies of certificates of compliance and test reports shall be submitted for requested items to the Engineer prior to request for payment.

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SECTION 01300

SUBMITTALS

1.13 AUDIO-VISUAL PRECONSTRUCTION RECORD

A. General: Prior to commencing work, the Contractor shall have a continuous color audio-video DVD recording taken of the entire Project, including existing areas that will be disturbed by the Contractor's operations, to serve as a record of preconstruction conditions. No construction shall begin prior to review and acceptance of the tapes covering the respective, affected construction area by the Engineer. The Engineer shall have the authority to reject all or any portion of the video DVD not conforming to the specifications and order that it be redone at no additional charge. The Contractor shall reschedule unacceptable coverage within five days after being notified. The Engineer shall designate those areas, if any, to be omitted from or added to the audio-video coverage. Audio-video recordings shall not be performed more than ninety days prior to construction in any area. All DVDs and written records shall become property of the City.

B. Services: The Contractor shall engage the services of a professional electrographer. The color audio-video tapes shall be prepared by a responsible commercial firm known to be skilled and regularly engaged in the business of preconstruction color audio-video tape documentation. The electrographer shall furnish to the Engineer a list of all equipment to be used for the audio-video taping, i.e., manufacturer's name, model number, specifications and other pertinent information. Additional information to be furnished by the electrographer is the names and addresses of two references that the electrographer has performed color audio-video taping for on projects of a similar nature within the last twelve months.

C. Audio-Video DVDs: Audio-video DVDs shall be new. The DVDs shall be compatible for with a standard player-receiver.

D. Equipment: All equipment, accessories, materials and labor to perform this service shall be furnished by the Contractor.

1. The total audio-video system shall reproduce bright, sharp, clear pictures with accurate colors and shall be free from distortion, tearing, rolls or any other form of imperfection. The audio portion of the recording shall reproduce the commentary of the camera operator with proper volume and clarity, and be free from distortion and interruptions.
2. When conventional wheeled vehicles are used, the distance from the camera lens to the ground shall not be less than twelve feet. In some instances, audio-video tape coverage may be required in areas not accessible by conventional wheeled vehicles. Such coverage shall be obtained by walking or special conveyance acceptable to the Engineer.

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3. The color video camera used in the recording system shall have a horizontal resolution of 300 lines at center, a luminance signal to noise ratio of 45 dB and a minimum illumination requirement of twenty-five foot-candles.

E. Recorded Information - Audio: Each tape shall begin with the current date, project name and municipality and be followed by the general location; i.e., process structure, or area, viewing side and direction of progress. The audio track shall consist of an original live recording. The recording shall contain the narrative commentary of the electrographer, recorded simultaneously with his fixed elevation video record of the zone of influence of construction.

F. Recorded Information - Video: All video recordings must, by electronic means, display continuously and simultaneously, generated with the actual taping, transparent digital information to include the date and time of recording. The date information shall contain the month, day and year. The time information shall contain the hours, minutes, and seconds. Additional information shall be displayed periodically. Such information shall include, but not be limited to, project name, bid package number, process structure or area, and the viewing side. This transparent information shall appear on the extreme upper left hand third of the screen.

G. Conditions for Taping: All taping shall be done during times of good visibility. No taping shall be done during precipitation, mist or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subjects of recordings and to produce bright, sharp video recordings of those subjects.

H. Tape Coverage: Tape coverage shall include all surface features located within the zone of influence of construction supported by appropriate audio coverage. Such coverage shall include, but not be limited to, existing road, driveways, sidewalks, curbs, pavement, landscaping, fences, signs and interior and exterior of existing structures affected by the work and the exteriors of structures adjacent to the work, and any other on-site area that will be occupied or impacted by the Contractor or any of his subcontractors or suppliers within the area covered.

Part 2 - PRODUCTS (Not Used)

Part 3 - EXECUTION (Not Used)

- END OF SECTION –

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 01400

TESTING AND INSPECTION

PART 1 -- GENERAL

A. All testing and inspection will be in accordance with Article 12 of the General Conditions.

B. The work or actions of the testing laboratory shall in no way relieve the CONTRACTOR of his obligations under the Contract. The laboratory testing work will include such inspections and testing required by the Contract Document, existing laws, codes, ordinances, etc. The testing laboratory will have no authority to change the requirements of the Contract Documents, nor perform or approve any of the CONTRACTOR'S work.

C. The CONTRACTOR shall allow the ENGINEER ample time and opportunity for testing materials and equipment to be used in the work. He shall advise the ENGINEER promptly upon placing orders for materials and equipment so that arrangements may be made, if desired, for inspection before shipment from the place of manufacture. The CONTRACTOR shall at all times furnish the ENGINEER and his representatives, facilities including labor, and allow proper time for inspecting and testing materials, equipment, and workmanship. The CONTRACTOR must anticipate that possible delays may be caused him in the execution of his work due to the necessity of materials and equipment being inspected and accepted for use. The CONTRACTOR shall furnish, at his own expense, all samples of materials required by the ENGINEER for testing, and shall make his own arrangement for providing water, electric power, or fuel for the various inspections and tests of structures and equipment. As a minimum, 24-hours advance written notice shall be provided by the CONTRACTOR for rebar, structural and similar inspections by the ENGINEER. The amount of time required for advance written notice by the CONTRACTOR to the ENGINEER for other inspections depends upon other factors and shall be solely at the ENGINEER's discretion.

D. The CONTRACTOR shall furnish the services of representatives of the manufacturers of certain equipment, as prescribed in other sections of the Specifications. The CONTRACTOR shall also place his orders for such equipment on the basis that, after the equipment has been tested prior to final acceptance of the work, the manufacturer will furnish to the CITY the certified statements that the equipment has been installed properly and is ready to be placed in functional operation. Tests and analyses required of equipment shall be paid for by the CONTRACTOR, unless specified otherwise in the section which covers a particular piece of equipment.

E. The CITY will bear the cost of all additional tests, inspections, or investigations undertaken by the order of the ENGINEER for the purpose of determining conformance with the Contract Documents if such test, inspection, or investigations are not specifically required by the Contract Documents, and if conformance is ascertained thereby. Whenever nonconformance is determined by the ENGINEER as a result of such test, inspections, or investigations, the CONTRACTOR shall bear the full cost thereof or shall reimburse the CITY for said cost. The cost of any additional tests and investigations, which are ordered by the ENGINEER to ascertain subsequent conformance with the Contract Documents, shall be borne by the CONTRACTOR.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 01410

CONTRACTOR'S HEALTH AND SAFETY PLAN

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope:
1. This Section describes CONTRACTOR's responsibilities for a written site-specific health and safety plan (SSHP). CONTRACTOR shall conduct all construction activities in a safe manner so as not to result in:
   a. injuries to employees, Subcontractors or other persons with an interest at or near the Site;
   b. employee exposures to health hazards above the occupational limits established by the Occupational Health and Safety Administration (OSHA), the American Conference of Governmental Industrial Hygienists (ACGIH), or the Nuclear Regulatory Commission (NRC);
   c. exposure of area residents to air contaminants above the levels established for general public exposure by the Environmental Protection Agency (EPA), NRC, or the State in which the Project is located;
   d. significant increases in the levels of contaminants in soil, water, or sediment near the Site; or
   e. violations of OSHA, or other Laws or Regulations.

B. Any disregard of the provisions of the SSHP may, without limitation, be deemed just and sufficient reason for termination of CONTRACTOR's services for cause.

1.2 QUALITY ASSURANCE

A. Qualifications:
1. Engage an industrial hygienist certified by the American Board of Industrial Hygiene or a safety professional certified by the Board of Certified Safety Professionals to prepare or supervise the preparation of the SSHP.
2. Submit qualifications along with SSHP.

B. Regulatory Requirements: CONTRACTOR's health and safety practices shall follow the standards and guidelines established in the following:
1. 29 CFR 1904, OSHA, Record Keeping.
2. 29 CFR 1910, OSHA, General Industry Standards.
3. 29 CFR 1926, OSHA, Construction Industry Standards.
4. 29 CFR 1926.65, OSHA, Hazardous Waste Operations and Emergency Response.
5. 49 CFR 171.8, DOT, Hazardous Materials in Transport.
6. 40 CFR Parts 261.3, 264 and 265, EPA, Resource Conservation and Recovery Act.
7. 29 CFR 1910.146, OSHA, Permit-Required Confined Spaces.
8. 29 CFR 1926.1101, OSHA, Asbestos

1.3 SUBMITTALS

A. Submit to ENGINEER the following:
1. CONTRACTOR's SSHP.
2. Qualifications of industrial hygienist or safety professional.
3. Health and safety reports.
4. Accident reports.

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PART 2 - GENERAL

2.1 GENERAL PROVISIONS

A. Submit SSHP to ENGINEER one week prior to the Preconstruction Conference, or 30 days prior to planned mobilization at the Site, whichever is sooner.

B. The SSHP shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of the SSHP.

C. ENGINEER will review and either accept or return for revision CONTRACTOR's SSHP in accordance with the Schedule of Submittals acceptable to ENGINEER. ENGINEER's review and acceptance will be only to determine if the topics covered by the SSHP conform to the Contract Documents.

D. ENGINEER's review and acceptance will not extend to means, methods, techniques, procedures of construction, or to whether the representations made in the SSHP comply with regulatory standards or standards of good practice.

E. At the time of submittal, CONTRACTOR shall give ENGINEER specific written notice of variations, if any, that the SSHP may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the submittal; and, in addition, by a specific notation made on each submittal to ENGINEER for review and acceptance of each such variation.

F. No Work shall be performed on the Site until the written SSHP has been accepted by the ENGINEER.

G. Notwithstanding any other provision of the Contract Documents, extensions to the Contract Times will not be granted if caused by undue delay by CONTRACTOR in developing or revising the SSHP.

2.2 WRITTEN HEALTH AND SAFETY PROGRAM

A.. The SSHP, which shall be kept on the Site, shall address the safety and health hazards of each phase of operations on the Site and include the requirements and procedures for employee protection. The SSHP as a minimum, shall address and include the following:

1. The organizational structure of CONTRACTOR's organization.
2. A comprehensive work plan.
3. A safety and health risk or hazard analysis for each task and operation found in the work plan.
4. Employee training assignments including copies of 40-hour, 24-hour Supervised Field Activities, 8-hour Supervisors, and 8-hour Refresher Training Certificates for all CONTRACTOR's employees assigned to the Project.
5. Personal protective equipment to be used by employees for each of the tasks and operations being conducted. Respirator fit test certificates for all CONTRACTOR employees assigned to the Project.
6. Medical Surveillance Requirements: Medical clearance certificates for all CONTRACTOR's employees assigned to the Project.
7. Frequency and types of air monitoring, personnel monitoring, and environmental sampling techniques and instrumentation to be used, including methods of maintenance and calibration of monitoring and sampling equipment.

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8. Site control measures for purposes, including but not limited to:
   a. preventing trespassing;
   b. preventing unqualified or unprotected workers from entering restricted areas;
   c. preventing tracking of contaminants out of the Site;
   d. maintaining log of employees on and visitors to the Site;
   e. delineating hot, cold and support zones;
   f. locating personnel and equipment decontamination zones; and
   g. communicating routes of escape and gathering points.
9. Decontamination procedures.
10. An emergency response plan for safe and effective responses to emergencies, including the necessary PPE and other equipment.
11. Confined space entry procedures (if applicable).
12. A spill containment program.

C. Organizational Structure:
   1. The organizational structure part of the SSHP shall refer to or incorporate information on the specific chain of command and specify the overall responsibilities of supervisors and employees, and shall include, at a minimum, the following elements:
      a. designation of a general supervisor who has the responsibility and authority to direct all hazardous waste operations.
      b. a Site safety and health supervisor who has the responsibility and authority to implement and modify the SSHP and verify compliance.
      c. all other personnel needed for hazardous waste Site operations and emergency response and their general functions and responsibilities.
      d. The lines of authority, responsibility, and communication.
   2. The organizational structure shall he reviewed and updated as necessary to reflect the current status of Site operations.

D. Work Plan:
   1. The comprehensive work plan part of the SSHP shall refer to or incorporate information on the following:
      a. The tasks and objectives of the Site operations and the logistics and resources required to achieve those tasks and objectives.
      b. The anticipated activities as well as the CONTRACTOR's normal operating procedures.
      c. The personnel and equipment requirements for implementing the work plan.

E. The SSHP shall include procedures that will be used to ensure safe waste handling during the excavating, handling, loading, and transporting activities.

2.3 ACCIDENT REPORTING AND INVESTIGATION

A. Document all accidents resulting in bodily injury using OSHA 301 form.

B. Submit copies of completed OSHA 301 forms to the ENGINEER weekly.

C. Based upon the results of an accident investigation, make modifications to the SSHP by changing tasks or procedures to prevent a reoccurrence.

D. Post a copy of CONTRACTOR's OSHA 300A report in a conspicuous place onsite.

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2.4 DAILY HEALTH AND SAFETY FIELD REPORTS

A. Submit to ENGINEER daily health and safety field reports including, but not limited to, weather conditions, delays encountered in construction, and acknowledgment of deficiencies noted along with corrective actions taken on current and previous deficiencies. In addition, the daily health and safety air monitoring results, documentation of instrument calibration, new hazards encountered, and PPE utilized shall be included.

B. The daily health and safety field reports shall include a description of problems, real or anticipated, encountered during the course of Work that should be brought to the attention of the ENGINEER and notification of deviations from planned Work shown in the previously submitted daily health and safety field report(s).

PART 3 - EXECUTION (Not Used)

- END OF SECTION -

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SECTION 01500

CONSTRUCTION CONSIDERATIONS

PART 1 -- GENERAL

1.01 HYDRAULIC UPLIFT ON STRUCTURES

A. The CONTRACTOR shall be completely responsible for any structures, stormwater conflicting structure, tanks, wet wells, pipelines, manholes, foundations, cellars, or similar structures that may become buoyant during the construction operations due to the ground water, floods or buoyancy of piping caused due to the placement of flowable backfills before the structure is put into operation. Should there be any possibility of buoyancy of a pipeline or structure, the CONTRACTOR shall take the necessary steps to prevent its buoyancy. Damage to any structures due to floating or flooding shall be repaired or the structures replaced at the CONTRACTOR'S expense.

1.02 WATER TIGHTNESS OF STRUCTURES

A. General: It is the intent of these specifications that all concrete work, sealing work around built-in items and penetrations be performed as required to ensure that groundwater, rainwater, wastewater, chemical solutions or other process liquids in tanks, wetwells, channels, and containers will not leak into any buildings and/or equipment rooms, pipe galleries, habitable areas, or other generally dry areas.

1. The required watertightness shall be achieved by quality concrete construction and proper sealing of all joints and penetrations.

2. Each unit shall be tested separately, and the leakage tests shall be made prior to backfilling and before equipment is installed unless otherwise approved by the ENGINEER. Only potable water shall be used for the tests.

3. The watertightness of buildings exclusive of the portions designed to contain liquids will consist of checking for leaks due to rain or groundwater infiltration.

4. The CONTRACTOR shall provide at his own expense all labor, material, temporary bulkheads, pumps, water, measuring devices, etc., necessary to perform the required test.

B. Built-in Items and Penetrations: All pipe sleeves, built-in items and penetrations shall be sealed as detailed and as required to ensure a continuous watertight seal.

1.03 CUTTING AND PATCHING

A. The CONTRACTOR shall perform all cutting and patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and shall only cut or alter work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

1.04 ABANDONMENT AND SALVAGE OF EXISTING FACILITIES

A. General: The scope of work requires the CONTRACTOR to interface with existing structures, and piping which will be abandoned or otherwise removed and/or relocated as part of the work. Prior to beginning any work associated with existing facilities to be abandoned, salvaged, or otherwise removed or relocated, the CONTRACTOR shall inform the CITY and the ENGINEER

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of his intent so that all arrangements can be made with the CITY for isolating pipelines (where possible) or otherwise removing existing facilities from service to the extent possible. The CONTRACTOR shall not proceed without written authorization from the CITY. **The CONTRACTOR shall contact and coordinate accordingly with utilities companies prior to and during the execution of the relocation, removal or abandonment of existing utilities structures. Existing utilities coordination is exclusively the responsibility of the CONTRACTOR.**

B. Pipelines: The CONTRACTOR shall abandon, salvage or otherwise remove existing pipelines or segments of existing pipelines shown to be abandoned in place, salvaged, or removed as part of the contract work. Unless otherwise indicated in the Contract Documents, all piping shown on the Drawings to be abandoned shall be abandoned in place. Pipe shown to be abandoned need only be removed a minimum three feet clear of new utilities to be installed. Abandon-in-place shall be defined as installing plugs, or other permanent closure, as reviewed and accepted by the CITY, on all termination's, open ends or ends of pipe designated as being cut, capped and anchored in an acceptable manner. The pipe will remain buried unless otherwise noted.

C. Piping indicated on the Drawings as being removed, or any piping to be abandoned which interferes with new structures or piping, shall be excavated and removed using methods which will not disturb adjacent piping or other facilities. All pipe materials shall be subject to salvage by the CITY as defined below. Any remaining piping on both ends of pipe segments removed shall be abandoned in-place, per the above definition. After piping has been removed, the CONTRACTOR shall backfill the evacuated area in accordance with requirements set forth in other sections of these specifications.

D. Equipment: The CONTRACTOR shall abandon, salvage or otherwise remove existing equipment or other facilities as shown on the Contract Drawings or indicated herein. In all cases, the CONTRACTOR shall exercise caution when handling the existing equipment so as not to disturb or damage adjacent facilities. The CONTRACTOR shall make all repairs to adjacent facilities which may be damaged as a result of the CONTRACTOR's efforts in abandoning, salvaging or otherwise removing existing facilities, at no additional cost to the CITY.

E. Salvage: The CITY may desire to salvage certain items of existing equipment which are to be dismantled and removed during the course of construction. Prior to removal of any existing equipment or piping from the site of work, the CONTRACTOR shall ascertain from the CITY whether or not the particular item or items are to be salvaged. Items to be salvaged shall be stockpiled on the site, in a location as designated by the CITY. All other items of equipment shall be disposed of off-site by the CONTRACTOR at his own expense, in accordance with applicable laws, ordinances and regulations.

1.05 DIMENSIONS OF EXISTING STRUCTURES

A. Where the dimensions and locations of existing structures are of critical importance in the installation or connection of new work, the CONTRACTOR shall verify such dimensions and locations in the field before the fabrication of any materials or equipment which is dependent on the correctness of such information.

1.06 REHABILITATION

A. Certain areas of existing structures, piping, conduits, and the like will be affected by work necessary to complete modifications under this Contract. The CONTRACTOR shall be responsible to rehabilitate those areas affected by its construction activities.

B. Where new rectangular openings are to be installed in concrete or concrete masonry walls or floors, the CONTRACTOR shall score the edges of each opening (both sides of wall or elevated

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slab) by saw cutting clean straight lines to a minimum depth of one inch and then chipping out the concrete. Alternately, the opening can be formed by saw cutting completely through the slab or wall. Saw cuts deeper than one inch (or the depth of cover over existing reinforcing steel, whichever is less) shall not be allowed to extend beyond the limits of the opening. Corners shall be made square and true by a combination of core drilling, chipping, or grinding. All necessary precautions shall be taken during removal of concrete to prevent debris from falling and damaging adjacent equipment or piping. Saw cuts allowed to extend beyond the opening shall be repaired by filling with nonshrink grout. The concrete around any exposed reinforcement steel shall be chipped back and exposed reinforcement steel cut a minimum of 1-1/2 inches from the finished face of the new opening. The inside face of the new opening shall be grout to fill any voids and cover the exposed aggregate and shall be trowel-finished to provide a plumb and square opening.

C. Where new conduit or piping is to be installed through existing concrete walls, the CONTRACTOR shall accurately position the core-drill openings. Openings shall be adequately sized to allow alignment of piping or conduit and fittings without deflection and to provide adequate clearance for satisfactory packing in the annular space between the piping or conduit and the core drilling opening as shown on the Drawings.

D. Where new piping is to be connected to existing piping, the existing piping shall be cut square and the ends properly prepared for the connection shown on the drawings. Any damage to the lining and coating of the existing piping shall be repaired by the CONTRACTOR.

E. Where existing equipment, equipment pads and bases, piping, piping supports, electrical panels and devices, conduits, and associated appurtenances are removed, the CONTRACTOR shall rehabilitate the affected area such that little or no evidence of the previous installation remains. Opening in concrete floors, walls, and ceiling from piping, conduit, and fastener penetrations shall be filled with nonshrink grout and finished to match the adjacent area. Concrete pads and bases for equipment and supports shall be removed by chipping away concrete and cutting any exposed reinforced steel and anchor bolts a minimum of 1-1/2 inches below finished grade. The area of concrete to be rehabilitated shall be scored by saw cutting clean, straight lines to a minimum depth of 1-1/2 inches, and all concrete within the scored lines removed to a minimum depth of 1-1/2 inches. The area within the scored lines shall be patched with nonshrink grout to match the adjacent grade and finish. Abandoned connections to piping and conduits shall be terminated with blind flanges, caps, and plugs suited for the material, type, and service of the pipe or conduit.

F. Where existing structural steel members are removed or modified, the surface of the remaining existing steel members damaged by construction activities shall be repaired. The affected areas shall be surface prepared and coated in accordance with Section entitled "Painting".

G. Disposal of Debris: All debris, materials, piping, and miscellaneous waste products from the work described in this section shall be removed from the project as soon as possible. They shall be disposed of in accordance with applicable federal, state, and local regulations. The CONTRACTOR is responsible for determining these regulations and shall bear all costs or retain any profit associated with disposal of these items.

1.07 INSTALLATION OF EQUIPMENT

A. CONTRACTOR shall have on hand sufficient personnel, proper equipment, and machinery of ample capacity to facilitate the work.

B. CONTRACTOR shall be responsible for locating, aligning and leveling all equipment and shall employ a licensed surveyor to set all lines and levels of equipment to the accuracy required.

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C. Complete manufacturers installation instructions, including permissible tolerances, shall be furnished in duplicate with each unit of equipment or set of identical units.

D. All equipment shall be installed in accordance with the shop drawings; inclusive of manufacturers specifications, drawings and tolerances; under the direct supervision of the required manufacturers ENGINEER. No instructions shall be issued that are contrary to written specifications without prior written approval by the CITY's ENGINEER.

E. Equipment shall be erected in a neat and workmanlike manner on the foundations' at the locations and elevations shown on the drawings unless otherwise indicated by the ENGINEER during installation.

1.08 SUPERVISION BY MANUFACTURER'S REPRESENTATIVES

A. The CONTRACTOR shall provide the services. of qualified equipment manufacturers technical representatives who shall adequately supervise the installation and testing of all equipment furnished under this Contract and instruct the CONTRACTOR's personnel and CITY's operating personnel in its maintenance and operation.

1.09 EQUIPMENT MANUFACTURER'S CERTIFICATION

A. As a condition precedent to acceptance of equipment installed and operating, the CONTRACTOR will provide the CITY with written certification, obtained from each company manufacturing equipment for the project, that the equipment is installed and does operate in accordance with the specifications and manufacturers recommendations.

1.10 SLEEVES AND OPENINGS

A. The CONTRACTOR shall provide all openings, chases, etc., to fit his own work and that of any other subcontractors and contractors. All such openings or chases shown on the Contract Drawings, or reasonably implied thereby, or as confirmed or modified by shop, setting or erecting drawings approved by the ENGINEER, shall be provided by the CONTRACTOR.

B. Where pipes or conduits are to pass through slabs or walls, or where equipment frames or supports are to be installed as integral part of an opening, the sleeves, opening, forms or frames shall be furnished by the installer of the pipes, conduits or equipment, but shall be placed by the CONTRACTOR.

C. Where hanger inserts, anchor bolts and similar items are to be embedded in concrete as an integral part of a slab or wall, they shall be furnished by the installer of the pipe or other equipment requiring the hanger, etc. but shall be placed by the CONTRACTOR.

D. When requested by the CONTRACTOR, the installer of the pipes, conduit, or equipment, including those contractors or subcontractors who require openings or chases in slabs and walls for passage of ducts, mounting or equipment, etc., shall furnish all necessary information, instructions, and materials to effect accurate installation of the required openings, chases, sleeves, frames, inserts, etc. When such items are secured in position, and just prior to construction of the surrounding slab or wall, the subcontractor or contractor for whom the items are installed shall ascertain the proper number, locations, and settings thereof; and the CONTRACTOR shall schedule his operations so as to provide a reasonable opportunity and time interval for such inspection.

E. Any cost resulting from correction of defective, ill-timed, or mislocated work, or for subsequent work which becomes necessary because of omitted openings, chases, sleeves, frames, inserts, etc., shall be borne by the subcontractor or contractor responsible therefor. No contractor or

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subcontractor shall arbitrarily cut, drill, alter, damage, or otherwise endanger the work of another Contractor. In no case shall beams lintels, or other structural members be cut without the approval of the ENGINEER. The nature and extent of any corrective or additional work shall be subject to the approval of the ENGINEER following consultation with the affected parties.

1.11 OBSTRUCTIONS

A. All water pipes, storm drains, sanitary sewers, force mains, gas or other pipe, telephone or power cables or conduits and all other obstructions, whether or not shown, shall be temporarily supported across utility line excavations. The CONTRACTOR shall be responsible for any damage to any such pipes, conduits, or structures. Approximate locations of known water, sanitary, drainage, power and telephone installations along route of new pipelines or in the vicinity of new work are shown, but must be verified in the field by the CONTRACTOR. The CONTRACTOR shall uncover these pipes, ducts, cables, etc., carefully, by hand, prior to installing new lines. Any discrepancies or differences found shall be brought to the attention of the ENGINEER in order that necessary changes may be made to permit installation of new work. These conditions are supplemental to general requirements elsewhere in the Contract Documents.

1.12 SITE CONDITIONS

A. The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, canal stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The CITY assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the CITY.

1.13 SUBSURFACE INVESTIGATIONS

A. The CONTRACTOR shall be responsible for having determined to his satisfaction, prior to the submission of his bid, the nature and location of the work, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the groundwater condition, the character of equipment and facilities required preliminary to and during the performance of the work, the general and local conditions and all other matters which can in any way affect the work under this Contract. The prices established for the work to be done shall reflect all costs pertaining to the work. Any claims for extras based on the substrata or ground water table conditions will be disallowed.

B. The CONTRACTOR further acknowledges that he assumes all risk contingent upon the nature of the subsurface conditions actually encountered by him in performing the work covered by the Contract, even though such actual conditions may result in the CONTRACTOR performing more or less work than he originally anticipated.

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1.14 DIFFERING SITE CONDITIONS

A. The CONTRACTOR shall promptly and before such conditions are disturbed, notify the CITY in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for this contract. The CITY will promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

1.15 PROTECTION OF PROPERTY

A. The CONTRACTOR shall protect all property that may be affected by his work or operations. The location and extent of underground and covered facilities are not guaranteed and the CONTRACTOR is cautioned to proceed with care in order to prevent the undermining or damage to existing utilities including piping, power cable, utility poles, conduit, duck bank, fiber optic cable, gas, telephone and cable TV services, structures, piping, and other facilities.

B. The CONTRACTOR shall take all measures necessary to protect new and existing mechanical equipment from dust and debris. All protective measures shall be furnished, installed, lighted, ventilated, maintained, and removed at the CONTRACTOR'S own cost.

C. When city water is being used, the supply source shall be protected against contamination in accordance with existing codes and regulations.

D. In the event any of the CONTRACTOR'S activities were to disrupt or endanger any facilities, he shall at his own expense make all necessary repairs or replacements necessary to correct the situation to the satisfaction of the ENGINEER. Such work shall progress continuously to completion on a 24-hour per day, seven workday basis. The CONTRACTOR shall be responsible for the services of repair crews on call 24 hours per day for emergencies that arise involving work under this Contract.

1.16 WEATHER CONDITIONS

A. Work that may be affected by inclement weather shall be suspended until proper conditions prevail. In the event of impending storms the CONTRACTOR shall take necessary precautions to protect all work, materials and equipment from exposure. The CITY reserves the right, through the opinion of the ENGINEER, to order that additional protection measures over and beyond those proposed by the CONTRACTOR, be taken to safeguard all components of the project. The CONTRACTOR shall not claim any compensation for such precautionary measures so ordered, nor claim any compensation from the CITY for damage to the work from the elements of weather.

1.17 FIRE PROTECTION

A. The CONTRACTOR shall take all necessary precautions to prevent fires at or adjacent to the work, including his own buildings and trailers. Adequate fire extinguisher and hose line stations shall be provided throughout the work area.

1.18 SAFETY AND HEALTH REQUIREMENTS

A. The CONTRACTOR shall comply in every respect with all Federal, State and local safety and health regulations. Copies of the Federal Regulations may be obtained from the U.S.

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Department of Labor, Occupational Safety and Health Administration, 3200 East Oakland Park Boulevard, Room 204, Bridge Building, Fort Lauderdale, Florida 33300.

B. The CONTRACTOR shall provide all barricades and flashing warning lights or other devices necessary to warn pedestrians and area traffic.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 01510

TEMPORARY UTILITY SERVICES AND STAGING AREA

PART 1 -- GENERAL

1.01 GENERAL

A. The CONTRACTOR shall provide for temporary utilities and services for his own operations. These shall include electrical power, water, ventilation, sanitary facilities. The CONTRACTOR shall furnish, install and maintain all temporary utilities during the contract period including removal upon completion of the work. Such facilities shall comply with regulations and requirements of the National Electrical Code, OSHA, Florida Power and Light, and applicable Federal, State and local codes, etc. In addition, the CONTRACTOR shall provide the following:

1.02 TEMPORARY POWER (NOT USED)

1.03 TEMPORARY WATER

A. The CONTRACTOR shall supply all water used for construction, flushing, testing, and temporary sanitary facilities. The CONTRACTOR shall provide and maintain all piping, fittings, adapters, and valving required. It is the CONTRACTOR'S responsibility to arrange through the City Underground Utilities Division for a 2-inch fire hydrant water meter. A deposit to be paid by the CONTRACTOR is required for meter rental and all water shall be purchased at the prevailing rate.

1.04 TEMPORARY VENTILATION (NOT USED)

1.05 TEMPORARY SANITARY FACILITIES

A. The CONTRACTOR shall provide and maintain adequate and clean sanitary facilities for the construction work force and visitors. The facilities shall comply with local codes and regulations and be situated at approved locations.

1.06 TEMPORARY TELEPHONE SERVICE (NOT USED)

1.07 SECURITY (NOT USED)

1.08 STAGING AREA

A. The CONTRACTOR shall arrange, coordinate and take all necessary steps regarding his work effort to comply with constraints defined in Section 01520, including off site parking, staging, storage, etc., as required. Costs associated with these efforts shall be included in the bid for this project.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

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SECTION 01520

MAINTENANCE OF FACILITIES AND SEQUENCE OF CONSTRUCTION

Part 1 - GENERAL

1.01 GENERAL

The CONTRACTOR shall ensure the continuous operation of all existing sanitary sewer systems, potable water systems, and stormwater facilities during construction. In addition, the CONTRACTOR shall provide temporary traffic routing and coordinate his work so as to minimize impact to the utilities systems located in the area. In performing the work shown and specified, the CONTRACTOR shall plan and schedule his work as outlined in this Section.

1.02 CONSTRUCTION SCHEDULE

The Construction Schedule shall be submitted by the CONTRACTOR in accordance with Section 01300 of these Specifications

1.03 USE OF FACILITIES BEFORE COMPLETION

The CITY reserves the right to enter and use any portion of the constructed facilities before final completion of the whole work to be done under this Contract in accordance with Article 14-2, Partial Utilization of the General Conditions.

1.04 CONNECTION OF EXISTING SYSTEMS

All connections to existing systems shall be performed in such a manner that no damage and minimal interruption is caused to the existing installation. On completion of its installation, the CONTRACTOR shall complete the connection to the existing systems in a proper manner. Any damage caused to existing installations shall be repaired or replaced by the responsible CONTRACTOR at no additional cost to the CITY.

1.05 COORDINATION WITH DEPARTMENT OF PUBLIC UTILITIES PERSONNEL

A. Before commencing work involving removing or placing in operation existing or new facilities or tie-ins to existing facilities, the CONTRACTOR shall notify the CITY at least three (3) business days in advance in writing. The CITY shall be responsible for removing facilities from operation as deemed necessary.
B. The CONTRACTOR shall, under no circumstances, interfere with wastewater treatment plant and existing potable water, sewer and stormwater facilities without the CITY's authorization, in writing, and supervision. The CONTRACTOR shall notify the CITY's representative in writing a minimum of three work days prior to each scheduled service request. This notification

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shall be provided on the CITY's standard form, or on an approved equivalent form completed in full by the CONTRACTOR.

1.06 COORDINATION WITH PRIVATE PROPERTY OWNERS

Prior to commencing with construction (including mobilization and maintenance of traffic) the CONTRACTOR shall distribute copies of the "Notice to Owners" and "Right of Entry Permit" (refer to Appendix C) to all property owners/tenants within the project area and shall obtain permission from property owners/tenants prior to working within their properties.

1.07 GENERAL SEQUENCE OF CONSTRUCTION AND OPERATION REQUIREMENTS

A. Work under the Contract shall be scheduled and performed in such a manner as to result in the least possible disruption to the public's use of roadways, driveways, parking areas, and utilities. Utilities shall include but not be limited to water, sewerage, irrigation, drainage structures, gas, electrical service, cable TV services, fiber optic cables, and telephone. Prior to commencing with the WORK, CONTRACTOR shall perform a location investigation of all existing underground and above ground utilities and facilities in accordance with Section 01530 entitled "Protection of Existing Facilities". Utilities that present potential conflict with the proposed piping shall be field verified with soft digging.

B. The outlined sequence of construction does not include all items necessary to complete the work, but is intended to identify the sequence of critical events necessary to minimize any disruptions and to avoid any impact to continued collection system service. It shall be understood by the CONTRACTOR that the critical events identified are not all inclusive and that additional items of work not shown may be required. The sequence of construction is a precedence requirement and does not attempt to schedule the CONTRACTOR' work. It is intended only to indicate which activities must precede other activities in order to minimize interference's and disruptions.

C. All work by the CONTRACTOR that disrupts the normal utilities operations shall be shown on the Construction Schedule specified in Section 01300 and specifically scheduled with the CITY. Schedule notification shall consist of a written notice defining the work to be accomplished, the normal treatment plant that will be interrupted, the duration of the interruption, and the mitigating effort to be performed by the CONTRACTOR. The written notice shall be submitted to the CITY fourteen days in advance of the proposed work and the CITY will respond to the CONTRACTOR in writing within seven days of receipt of the notice regarding the acceptability of the proposed plan.

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D. At no time, the CONTRACTOR shall undertake closing off any pipelines, or opening valves, or take any other action which would affect the operation of the existing system, except as specifically required by the drawings and specifications, and until authorization is granted by the CITY or ENGINEER and after proper notification.
E. Temporary installations required to complete a particular aspect of the work during the allowed time period shall be determined by the CONTRACTOR and implemented by the CONTRACTOR at no additional cost to the CITY. All such temporary installations shall be subject to the review and acceptance of the ENGINEER.
F. Sequence of certain major events and identification of time constraints for removing existing facilities from active service and installation of new facilities are described below in paragraph 1.08. No phase of work (or tasks within a phase) shall preclude or be performed in parallel with a subsequent phase unless specifically defined so in these documents. In all cases, work in each phase shall be checked out and accepted for satisfactory use, subject to the ENGINEER's approval, prior to the CONTRACTOR proceeding to the next phase of construction.

1.08 DETAILED SEQUENCE OF CONSTRUCTION AND OPERATION REQUIREMENTS

A. Phase I - Mobilization / Site Preparation: Mobilize for work – Video working areas, set up staging and storage areas, obtain permits, develop and submit construction schedule, submit shop drawing schedule, survey, locate existing utilities and elevations with soft digging, verify existing fittings to be connected, shop drawing submittals, and procure materials.
B. Phase II – Construction of the Water and/or Sewer Systems: The tasks included under this phase consist of installation of proposed improvements as described in the approved construction plans.
C. Phase III - Final Sitework and Closeout: Final pavement and asphalt overlay of the affected road sections, final restoration, final grading, sodding, miscellaneous work, demobilization and related closeout activities as described in Section 01700 - Project Closeout.
D. Construction Constraints: CONTRACTOR shall comply with the following constraints during construction and utilize constraints in determining a sequence of construction:

1. Construction work during the installation of the proposed work shall be limited to the public R/W. Homeowners shall have access to their driveways at all times.

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2. The excavation area shall be surrounded with barricades and obstructions illuminated with temporary light furnished, installed and maintained by the CONTRACTOR.
3. Final restoration of roads, driveways, sidewalks and all other paved areas shall be completed within twenty (20) business days after piping has been installed.
4. Contractor is expected to work regular hours between the hours of 7:00 AM and 4:00 PM, Monday through Friday. Requests for approval to work during other than regular hours must be submitted to the Engineer at least 72 hours in advance of the period proposed for such overtime work and shall set forth the proposed schedule for overtime work to give Engineer ample time to arrange for his personnel to be at the site of the Work, even for work required to occur by contract. Contractor shall pay for the additional engineering charges on account of the overtime work, except when overtime is associated with contract-required. Such additional engineering charges shall be a subsidiary obligation of Contractor, and no extra payment shall be made by City on account of such overtime work. The Contractor shall not violate the Hollywood Code of Noise Ordinance.
5. The CONTRACTOR shall pay liquidated damages of $500/DAY for not complying with any one of the above requirements.

Part 2 - PRODUCTS

(Not used)

Part 3 - EXECUTION

3.01 COORDINATION WITH EXISTING UTILITIES AND OTHER AGENCIES:

A. The CONTRACTOR shall coordinate with Sunshine One-Call Notification at 1-800-432-4770 a minimum of 48 business hours prior to any excavation for location of existing underground facilities.

B. CONSTRUCTION DEWATERING:

1. All dewatering equipment such as pumps, air compressors, generators, etc. proposed for use during construction in residential areas shall be provided with noise enclosures suitable to meet the requirements of the City of Hollywood Noise Ordinance and/or Broward County Noise Ordinance, whichever is more stringent.

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2. There is no dewatering permit for this project. If the CONTRACTOR considers that as part of its means and methods of construction, a dewatering permit is required, it is the responsibility of the CONTRACTOR to secure the required permit in order to proceed with the execution of the construction.

3.02 COOPERATION:

The CONTRACTOR shall allow the CITY or its agents, and other project contractors or their agents, to enter facilities being constructed under this Contract for the purpose of constructing, installing, operating, maintaining, removing, repairing, altering or replacing such equipment pipes, sewers, conduits, manholes, wires, or other structures and appliances which may be required to be installed at or in the work. The CONTRACTOR shall cooperate with all the aforesaid parties and shall allow reasonable provisions for the prosecution of any other work by the CITY, or others, to be done in connection with his work, or in connection with normal use of the facilities.

- END OF SECTION -

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SECTION 01530

PROTECTION OF EXISTING FACILITIES

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. The CONTRACTOR shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents.

B. The CONTRACTOR shall verify the exact locations and depths of all utilities shown and the CONTRACTOR shall make exploratory excavations of all utilities that may interfere with the Work. All such exploratory excavations shall be performed as soon as practicable after award of Contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the CONTRACTOR'S Work. When such exploratory excavations show the utility location as shown to be in error, the CONTRACTOR shall so notify the CITY.

C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility.

1.02 RIGHTS-OF-WAY (NOT USED)

1.03 PROTECTION OF STREET OR ROADWAY MARKERS (NOT USED)

1.04 RESTORATION OF FACILITIES

A. General: All paved areas including asphaltic concrete berms cut or damaged during construction shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents or in the requirements of the agency issuing the permit. All temporary and permanent pavement shall conform to the requirements of the affected pavement CITY. All pavements which are subject to partial removal shall be neatly saw cut in straight lines.

B. Temporary Restoration: Temporary restoration includes repair to all driveways, sidewalks and roadways. They shall be swept clean and be maintained free of dirt and dust. All areas disturbed by the construction activities shall be restored to proper grade, cleaned up, including the removal of debris, trash, and deleterious materials. All construction materials, supplies, or equipment, including piles of debris shall be removed from the area. All temporarily restored areas shall be maintained by the CONTRACTOR. These areas shall be kept clean and neat, free of dust and dirt, until final restoration operations are completed. The CONTRACTOR is responsible to utilize dust abatement operations in the temporarily restored areas as required, to the satisfaction of the ENGINEER.

C. Temporary Resurfacing: Wherever required by the public authorities having jurisdiction, the CONTRACTOR shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration and improvements.

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E. Permanent Resurfacing: In order to obtain a satisfactory junction with adjacent surfaces, the CONTRACTOR shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement, unless otherwise shown on the drawings.

F. Final Restoration: Final restoration shall include the completion of all required pavement replacement of roadways, driveways, curbs, gutters, sidewalks and other existing improvements disturbed by the construction: final grading, placement of sod, installation or replacement of any trees or shrubs, repair of irrigation systems, pavement markings, etc., all complete and finished, acceptable to the ENGINEER.

1.05 EXISTING UTILITIES AND IMPROVEMENTS

A. General: The CONTRACTOR shall protect all underground utilities and other improvements which may be impaired during construction operations. It shall be the CONTRACTOR'S responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations.

B. Utilities to be Moved: In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the CONTRACTOR, be notified by the CITY to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the CONTRACTOR shall notify the CITY a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.

C. Where the proper completion of the Work requires the temporary or permanent removal and / or relocation of an existing utility or other improvement which is shown, the CONTRACTOR shall remove and temporarily replace or relocate such utility or improvement in a manner satisfactory to the CITY and the OWNER of the utility/facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the CONTRACTOR in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.

D. CITY'S Right of Access: The right is reserved to the CITY and to the OWNER'S of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work of this Contract.

E. Underground Utilities Shown or Indicated: Existing utility lines that are shown or the locations of which are made known to the CONTRACTOR prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired by the CONTRACTOR.

F. Underground Utilities Not Shown or Indicated: In the event that the CONTRACTOR damages any existing utility lines that are not shown or the locations of which are not made known to the CONTRACTOR prior to excavation by the CITY and Sunshine One-Call Notification, a written report thereof shall be made immediately to the CITY. The CONTRACTOR shall make the repairs immediately under the provisions for changes and extra work contained in the General Conditions.

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G. Approval of Repairs: All repairs to a damaged improvement are subject to inspection and approval by an authorized representative of the CITY before being concealed by backfill or other Work.

H. No fill, excavation material, construction generated debris or equipment shall obstruct water valves, gas meters or sewer manholes. Water, sewer and gas service shall be made accessible to repair or maintenance crews representing the CITY or a privately-owned utility company.

I. Maintaining in Service: All oil and gasoline pipelines, power, and telephone or other communication cable ducts, gas and water mains, irrigation lines, reuse lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the Work shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the CITY are made with the owner of said utilities. The CONTRACTOR shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

1.06 TREES WITHIN STREET RIGHTS-OF-WAY AND PROJECT LIMITS

If any tree removal or relocation is required, the CONTRACTOR needs to coordinate with the ENGINEER, accordingly. All required permits related to tree removal are the responsibility of the CONTRACTOR.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

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SECTION 01550

SITE ACCESS AND STORAGE

PART 1 – GENERAL

1.01 SITE ACCESS

A. The CONTRACTOR shall make its own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the site of the Work. It shall be the CONTRACTOR's responsibility to construct and maintain any haul roads required for its construction operations.

B. The CONTRACTOR will be responsible for monitoring the main gate for its personnel, equipment and material deliveries.

1.02 STORAGE

A. Limited storage area is available within the work areas shown on the Drawings. Any equipment and materials stored here shall be in accordance with the manufacturer's recommendations and as indicated by the CITY.

B. Responsibility for protection and safekeeping of equipment and materials will be solely that of the CONTRACTOR, and no claim shall be made against the CITY by reason of any act of an employee or trespasser. Should an occasion arise necessitating access to an area occupied by stored equipment and/or materials, the CONTRACTOR shall immediately move them.

C. If the CONTRACTOR requires additional staging and storage area than shown on the Drawings, the CONTRACTOR shall obtain such areas from off site sources at no additional cost to the CITY.

D. Upon completion of the Contract, the CONTRACTOR shall remove from the storage and work areas all of their equipment, temporary fencing, surplus materials, rubbish, etc., and restore the area to its original or better conditions.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 01560

SPECIAL CONTROLS

PART 1 -- GENERAL

1.01 CHEMICALS

A. All chemicals used during project construction or furnished for testing of project operation, whether herbicide, pesticide, disinfectant, polymer, reactant of other classification, will be required to show approval of either EPA or HUD. The handling, use, storage and disposal of such materials, containers or residues shall be in strict conformance with manufacturer and/or CONTRACTOR'S secured storage. Copies of antidote literature and a supply of antidotes shall be kept at the job site office.

1.02 DUST

A. During all work for this Contract, the CONTRACTOR shall by the application of water and/or calcium chloride or other means, approved by the ENGINEER, eliminate dust annoyance to adjacent property, business establishments and the plant site in accordance with Article 7.21, Dust Control, of the General Conditions. The CONTRACTOR shall take all protective measures, to the satisfaction of the ENGINEER, necessary to ensure that dust and debris does not enter any of the mechanical or electrical equipment. The CONTRACTOR shall be responsible for the cleanup of existing buildings, equipment, controls, etc., which have become soiled due to the lack of proper dust control as determined by the ENGINEER. The CONTRACTOR shall provide daily application of water to all unpaved areas designated by the ENGINEER in the field and to the satisfaction of the ENGINEER in the field.

1.03 NOISE

A. Noise resulting from the CONTRACTOR'S work shall not violate the Hollywood Code of Ordinance Chapter 100, with specific note to the restrictions of paragraph 100.05 or exceed the noise levels and other requirements stated in the Broward County Chapter 27 Pollution Control, relating to noise abatement in Broward County. The CONTRACTOR shall be responsible for curtailing noise resulting from his operation. He shall, upon written notification from the ENGINEER or the noise control officers, make any repairs, replacements, adjustments, additions and furnish mufflers when necessary to fulfill requirements.

1.04 EROSION ABATEMENT AND WATER POLLUTION

A. It is imperative that the CONTRACTOR'S dewatering operations not contaminate or disturb the plant environment or properties adjacent to the Work. The CONTRACTOR, shall, therefore, schedule and control his operations to confine all runoff water from disturbed surfaces, water from dewatering and/or from excavation below the ground water table operations that becomes contaminated with lime silt, muck and other deleterious matter, fuels, oils, bitumens, calcium chloride, chemicals and other polluting materials.

B. The CONTRACTOR shall construct temporary stilling basin(s) of adequate size and provide all necessary temporary materials, operations and controls including, but not limited to, filters, coagulants, screens and other means necessary to attain the required discharge water quality.

C. The CONTRACTOR shall be responsible for providing, operating and maintaining materials and equipment used for conveying the clear water to the point of discharge. All pollution prevention procedures, materials, equipment and related items shall be operated and

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

maintained until such time as the dewatering operation is discontinued. Upon the removal of the materials, equipment and related items the CONTRACTOR shall restore the area to the condition prior to his commencing work.

1.05 HURRICANE AND STORM WARNINGS

A. As the schedule for this project coincides, in part, with the recognized South Florida hurricane season, the CONTRACTOR's attention is drawn to the possibility of hurricane conditions, or severe storm conditions, occurring at the plant site during the course of Contract work.

B. Within 30-days of the date of Notice-to-Proceed, the CONTRACTOR shall submit to the ENGINEER and Owner a Hurricane Preparedness Plan. The plan should outline the necessary measures which the CONTRACTOR proposes to perform at no additional cost to the Owner in case of a hurricane warning.

C. In the event of inclement weather, or whenever the ENGINEER shall direct, the CONTRACTOR shall, and will cause Sub-Contractors to protect carefully the Work and materials against damage or injury by reasons of failure on the part of the CONTRACTOR to so protect the Work. Such Work and materials so damaged shall be removed and replaced at the expense of the CONTRACTOR.

1. Hurricane Watch: Upon designation of a hurricane watch, CONTRACTORS shall be responsible for storing all loose supplies and equipment on the job site that may pose a danger. In addition, the CONTRACTOR shall remove all bulkheads and plugs in pipelines that would impede drainage in the case of flooding. Structures that may be in danger of floatation shall be flooded. The CONTRACTOR shall also cooperate with CITY personnel in protecting other structures at the site.

2. Hurricane Warning: No mobile "temporary facility" under the control of the City of Hollywood, or on City property, shall be staffed during a hurricane warning. CONTRACTOR facilities meeting these criteria shall comply.

D. The CONTRACTOR is advised to take all necessary precautions to protect his equipment by moving it to higher ground if in an area subject to flooding. Known areas of Hollywood that would be subject to flooding from storm tides include:

Hollywood Blvd.	North Lake Area	South Lake Area
A1A	Sheridan Street	Dania Beach Blvd.
US Highway 1	46th Avenue	Hallandale Beach Blvd.

1.06 PESTS AND RODENTS

A. The CONTRACTOR shall be responsible for maintaining the jobsite free from litter, rubbish and garbage. He shall provide containers for the disposal of garbage and other materials that attract and are breeding places for pests and rodents. The CONTRACTOR shall provide the services of an exterminator to inspect the jobsite on a periodic basis and to provide service as required to control pests and rodents.

1.07 PERIODIC CLEAN-UP; BASIC SITE RESTORATION

A. During construction, the CONTRACTOR shall regularly remove from the site all accumulated debris and surplus materials of any kind which result from his operations, or whenever the accumulation in excess of one truck load. Unused equipment and tools shall be stored at the CONTRACTOR'S yard or base of operations for the project.

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B. When the work involves installation of sewers, drains, water mains, manholes, underground structures, or other disturbance of existing features in or across streets, rights-of-way, easements, or private property, the CONTRACTOR shall (as the work progresses) promptly backfill, compact, grade and otherwise restore the disturbed area to a basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance.

C. The CONTRACTOR shall perform the clean-up work on a regular basis and as frequently as ordered by the ENGINEER. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the ENGINEER, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.

D. Upon failure of the CONTRACTOR to perform periodic clean-up and basic restoration of the site to the ENGINEER'S satisfaction, the ENGINEER may, upon five (5) days prior written notice to the CONTRACTOR, employ such labor and equipment as he deems necessary for the purpose, and all costs resulting therefrom shall be charged to the CONTRACTOR and deducted from the amounts of money that may be due him.

1.08 SECURITY

A. The CONTRACTOR shall care for and protect against loss or damage of all material to be incorporated in the construction for the duration of the Contract and shall repair or replace damaged or lost materials and damage to structures.

B. The CONTRACTOR shall be responsible for providing, and maintaining temporary fencing and gates and the daily securing of temporary fencing and gates used for construction purposes for the duration of the project.

C. The CONTRACTOR shall strictly comply with working hours on the project site. Prior to any work outside of the standard working hours, the CONTRACTOR shall request the City's approval via written request (at least 8 hours in advance). The written request shall clearly define the work to be performed, the names of the employees, their employer and their trade and the hours and days during which the work is planed.

The City is considering and the CONTRACTOR shall comply with additional security requirements including employee photo identification at all times on-site and employee parking passes.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 01570

TRAFFIC REGULATIONS AND MAINTENANCE OF TRAFFIC

PART 1 – GENERAL

1.01 TRAFFIC CONTROL

A. CONTRACTOR shall obey all traffic laws and comply with all the requirements, rules and regulations of the State of Florida Department of Transportation (FDOT), the City of Hollywood, Broward County and other local authorities having jurisdiction, to maintain adequate warning signs, lights, barriers, etc., for the protection of traffic on public roadways and the treatment plant site.

B. The CONTRACTOR shall maintain traffic and protect the public from all damage to persons and property within the Contract Limits, in accordance with the Contract Documents and all applicable state, city and local regulations. The CONTRACTOR shall conduct its construction operations so as to maintain and protect access, for vehicular and pedestrian traffic, to and from all properties and business establishments adjoining or adjacent to those streets affected by his operations, and to subject the public to a minimum of delay and inconvenience. Suitable signs, barricades, railing, etc. shall be erected and the work outlined by adequate lighting at night. Danger lights shall be provided as required. Watchmen, flagmen, and crossing guards shall be provided as may be necessary for the protection of traffic. Traffic Control and Maintenance of traffic during construction shall be included in the CONTRACTOR's bid and no additional payment shall be requested to the City for these activities

C. For the protection of traffic in public or private streets and alleyways, the CONTRACTOR shall provide, place, and maintain all necessary barricades, traffic cones, warning signs, lights, and other safety devices in accordance with the requirements of the "Manual of Uniform Traffic Control Devices (MUTCD), Part VI, Traffic Controls for Street and Highway Construction and Maintenance Operations", published by U.S. Department of Transportation, Federal Highway Administration (ANSI D6.1).

D. The CONTRACTOR shall submit a Maintenance of Traffic (MOT) Plan for ENGINEER and/or CITY approval at least 60 days prior to construction work.

E. Prior to performing any work within or abutting the State rights-of-way, the Contractor shall submit a Maintenance of Traffic (MOT) Plan to FDOT for approval as required by the FDOT Utility Permit.

F. All signs, signals, and barricades shall conform to the requirements of Subpart G, Part 1926, of the OSHA Safety and Health Standards for Construction.

G. All dirt spilled from the CONTRACTOR'S trucks on existing pavements shall be removed by the CONTRACTOR immediately and whenever in the opinion of the CITY the accumulation is sufficient to cause the formation of mud, dust, interference with traffic or create a traffic hazard.

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H. Areas designated by the Broward County Traffic Engineering Division as "Safe Walk Routes" shall adhere to the requirements of the Broward County Maintenance of Traffic School/Pedestrian.

1.02 TEMPORARY CROSSINGS

A. General: Wherever necessary or required for the convenience of the public or individual residents at street or highway crossings, private driveways, or elsewhere, the CONTRACTOR shall provide suitable temporary bridges over unfilled excavations, except in such cases as the CONTRACTOR shall secure the written consent of the individuals or authorities concerned to omit such temporary bridges, which written consent shall be delivered to the CITY prior to excavation. All such bridges shall be maintained in service until access is provided across the backfilled excavation. Temporary bridges for street and highway crossing shall conform to the requirements of the authority having jurisdiction in each case, and the CONTRACTOR shall adopt designs furnished by said authority for such bridges, or shall submit designs to said authority for approval, as may be required.

B. Street Use: Nothing herein shall be construed to entitle the CONTRACTOR to the exclusive use of any public street, alleyway, or parking area during the performance of Work hereunder, and it shall so conduct its operations as not to interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleyways, or parking areas. No street shall be closed to the public without first obtaining permission of the CITY and proper governmental authority. Where excavation is being performed in primary streets or highways, one lane in each direction shall be kept open to traffic at all times unless otherwise provided or shown. Toe boards shall be provided to retain excavated material if required by the CITY or the agency having jurisdiction over the street or highway. Fire hydrants on or adjacent to the Work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to assure the use of sidewalks and the proper functioning of all gutters, sewer inlets, and other drainage facilities.

C. The CONTRACTOR shall take all necessary precautions for the protection of the Work and the safety of the public. All barricades and obstructions shall be illuminated at night, and all lights shall be kept burning from sunset until sunrise. The CONTRACTOR shall station such guards or flaggers and shall conform to such special safety regulations relating to traffic control as may be required by the public authorities within their respective jurisdictions. All signs, signals, and barricades shall conform to the requirements of Subpart G, Part 1926, of the OSHA Safety and Health Standards for Construction.

D. The CONTRACTOR shall remove traffic control devices when no longer needed, repair all damage caused by installation of the devices, and shall remove post settings and backfill the resulting holes to match grade.

E. Temporary Street Closure: If closure of any street is required during construction, a formal application for a street closure shall be made to the authority having jurisdiction at least 30 days prior to the required street closure in order to determine necessary sign and detour requirements. Detour signs shall be

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provided, installed prior to street closure, and removed after construction by the CONTRACTOR.

F. Temporary Driveway Closure: The CONTRACTOR shall notify the CITY or occupant (if not owner-occupied) of closure of driveways to be closed more than one eight-hour work day, at least three working days prior to the closure. The CONTRACTOR shall minimize the inconvenience and minimize the time period that the driveways will be closed. The CONTRACTOR shall fully explain to the owner/occupant how long the work will take and when closure is to start.

G. Temporary Bridges: Whenever necessary, the CONTRACTOR shall provide suitable temporary bridges or steel plates over unfilled excavations, except in such cases as the CONTRACTOR shall secure the written consent of the individuals or authorities concerned to omit such temporary bridges or steel plates, which written consent shall be delivered to the ENGINEER prior to excavation. All such bridges or steel plates shall be maintained in service until access is provided across the backfilled excavation. Temporary bridges or steel plates for street and highway crossing shall conform to the requirements of the authority having jurisdiction in each case, and the CONTRACTOR shall adopt designs furnished by said authority for such bridges or steel plates, or shall submit designs to said authority for approval, as may be required.

1.03 CONTRACTOR PARKING

A. The CONTRACTOR shall obtain off-site parking for all personnel vehicles as required.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

- END OF SECTION -

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 01600

EQUIPMENT AND MATERIALS

PART 1 -- GENERAL

1.01 GENERAL

A. All equipment, materials, instruments or devices incorporated in this project shall be new and unused, unless indicated otherwise in the Contract Documents.

B. Equipment and materials to be incorporated in the work shall be delivered sufficiently in advance of their installation and use to prevent delay in the execution of the work, and they shall be delivered as nearly as feasible in the order required for executing the work.

C. The CONTRACTOR shall protect all equipment and materials from deterioration and damage. The equipment and materials shall be handled and stored by the manufacturer, fabricator CONTRACTOR and CONTRACTOR before, during, and after shipment to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, damage or theft of any kind whatsoever. Any equipment exhibiting any of the above, shall be removed and replaced at the CONTRACTOR'S expense for both labor and materials.

1.02 STORAGE

A. The CONTRACTOR shall store its equipment and materials at their site in accordance with the manufacturer's recommendations and as directed by the ENGINEER in the field. No storage area will be provided by CITY. The CONTRACTOR shall enforce the instructions of the CITY and the ENGINEER regarding the posting of regulatory signs for loadings on structures, fire safety, and smoking areas.

1.03 HANDLING AND MAINTENANCE

A. The manufacturer's storage instructions shall be carefully followed and any deviations shall be approved by the manufacturer in writing with a copy to the ENGINEER. Equipment with moving parts shall be rotated per the manufacturer's recommendations while in storage and during the period between installation and acceptance.

B. All equipment shall be stored fully lubricated unless otherwise instructed by the manufacturer. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. New lubricants shall be put into the equipment at the time of acceptance.

C. Equipment with electric motors having space heaters shall have the space heaters energized unless stored in a temperature and humidity controlled building. Space heaters shall be energized at the time of installation and maintained until acceptance of the equipment.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 01700

PROJECT CLOSEOUT

PART 1 -- GENERAL

1.01 PROJECT CLOSEOUT

A. As construction of the project enters the final stages of completion, the CONTRACTOR shall, in accordance with the requirements set forth in the Contract Documents, attend to or have already completed the following items:

1. Scheduling start-up and initial operation.

2. Correcting or replacing defective work, including completion of items previously overlooked or work which remains incomplete, all as evidenced by the CITY's "Punch" lists.

3. Make final submittals.

4. Attend to any other items listed herein or brought to the CONTRACTOR's attention by the CITY.

1.02 CLOSEOUT TIMETABLE

A. The CONTRACTOR shall establish dates for equipment testing, acceptance periods, and on-site instructional periods (as required under the Contract). Such dates shall be established not less than one week prior to beginning any of the foregoing items, to allow the CITY, the ENGINEER, and their authorized representatives sufficient time to schedule attendance at such activities.

1.03 FINAL SUBMITTALS

A. Before the acceptance of the project major milestones for substantial completion, the CONTRACTOR shall submit to the ENGINEER (or to the CITY if indicated) certain records, certifications, etc., which are specified elsewhere in the Contract Documents. Missing, incomplete or unacceptable items, as determined by the ENGINEER or the CITY, shall indicate non-compliance with substantial completion major milestone dates. A partial list of such items appears below, but is shall be the CONTRACTOR'S responsibility to submit any other items which are required in the Contract Documents:

1. Written Test results of project components.

2. Performance affidavits for equipment and materials.

3. Operation and Maintenance Manuals for equipment.

4. Record Drawings: During the entire construction operation, the CONTRACTOR shall maintain records of all deviations from the Drawings and Specifications and shall prepare therefrom record drawings showing correctly and accurately all changes and deviations from the Work made during construction to reflect the Work as it was actually constructed. These drawings shall conform to recognized industry standards of drafting, shall be neat and legible, and provided in both electronic (AutoCAD "dwg") file format

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and hardcopies signed and sealed by a professional Land Surveyor registered in the State of Florida.

5. Written guarantees, where required.

6. Certificates of inspection and acceptance by local governing agencies having jurisdiction.

7. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

1.04 PUNCH LISTS

A. Final cleaning and repairing shall be scheduled upon completion of the project.

B. The ENGINEER will make his final inspection whenever the CONTRACTOR has notified the ENGINEER that the work is ready for the inspection. Any work not found acceptable and requiring cleaning, repair and/or replacement will be noted on the "Punch" list. Work that has been inspected and accepted by the ENGINEER shall be maintained by the CONTRACTOR, until final acceptance of the entire project.

C. Whenever the CONTRACTOR has completed the items on the punch list, he shall again notify the ENGINEER that it is ready for final inspection. This procedure will continue until the entire project is accepted by the ENGINEER. The "Final Payment" will not be processed until the entire project has been accepted by the ENGINEER and all of the requirements in previous Article 1.03 "Final Submittals" have been satisfied.

1.05 MAINTENANCE AND GUARANTEE

A. The CONTRACTOR shall comply with all maintenance and guarantee requirements of the Contract Documents.

B. Replacement of earth fill or backfill, where it has settled below the required finish elevations, shall be considered as a part of such required repair work, and any repair or resurfacing constructed by the CONTRACTOR which becomes necessary by reason of such settlement shall likewise be considered as a part of such required repair work unless the CONTRACTOR shall have obtained a statement in writing from the affected private CITY or public agency releasing the CITY from further responsibility in connection with such repair or resurfacing.

C. The CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order from the CITY. If the CONTRACTOR fails to make such repairs or replacements promptly, the CITY reserves the right to do the Work and the CONTRACTOR and his surety shall be liable to the CITY for the cost thereof.

1.06 TOUCH-UP AND REPAIR

A. The CONTRACTOR shall touch-up and repair damage to all field painted and factory finished equipment. Touch-up of equipment panels, etc., shall match as nearly as possible the original finish. If in the opinion of the ENGINEER the touch-up work is not satisfactory, the CONTRACTOR shall repaint the item. CONTRACTOR shall also furnish additional paint as defined in Section 09900.

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1.07 FINAL CLEANUP

A. The CONTRACTOR shall promptly remove from the vicinity of the completed Work, all rubbish, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the CITY will be withheld until the CONTRACTOR has satisfactorily complied with the foregoing requirements for final cleanup of the project site.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

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SECTION 02222

EXCAVATION AND BACKFILL FOR UTILITIES

Part 1 - GENERAL

1.01 THE REQUIREMENT

A. Excavate, grade and backfill as required for underground piping systems and appurtenances as shown on the Drawings and specified herein.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 02500 - Surface Restoration
B. Division 3 - Concrete

1.03 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Codes: All codes, as referenced herein, are specified in Section 01090, "Reference Standards".
B. Commercial Standards:

ASTM C33	Standard Specification for Concrete Aggregates
ASTM D 422	Method for Particle-Size Analysis of Soils.
ASTM D 698	Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5-lb (2.49-kg) Rammer and 12-in (304.8-mm) Drop.
ASTM D 1556	Test Method for Density of Soil in Place by the Sand-Cone Method.
ASTM D 1557	Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb (4.54-kg) Rammer and 18-in (457-mm) Drop.
ASTM D 2419	Test Method for Sand Equivalent Value of Soils and Fine Aggregate.
ASTM D 2922	Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

1.04 SUBMITTALS

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 02222

EXCAVATION AND BACKFILL FOR UTILITIES

A. General: Submit information and samples to the ENGINEER for review as specified herein in accordance with Section 01300, "Submittals".
B. Dewatering: The CONTRACTOR shall submit to the ENGINEER its proposed methods of handling trench water and the locations at which the water will be disposed of. Methods shall be acceptable to the ENGINEER before starting the excavation.
C. Bedding and Backfill Materials: The CONTRACTOR shall notify the ENGINEER of the off-site sources of bedding and backfill materials, and submit to the ENGINEER a representative sample weighing approximately 50 lbs. The sample shall be delivered to a location on site determined by the ENGINEER.
D. Sheeting System: Drawings of the sheeting system and design computations shall be submitted to the ENGINEER; however, the review of these drawings shall in no way relieve the CONTRACTOR of the responsibility to provide a safe and satisfactory sheeting and shoring system. Sheeting and shoring shall be designed by the CONTRACTOR, and the proposed design shall be sealed by a Professional ENGINEER registered in the State of Florida. If the ENGINEER is of the opinion that at any point sufficient or proper supports have not been provided, it may order additional supports put in at the CONTRACTOR's expense.
E. Dewatering Permits: If the quantity or nature of water withdrawn requires approval/permits from regulatory agencies, the CONTRACTOR shall procure such permits at its expense and submit copies to the ENGINEER before commencing the work. The CONTRACTOR will not be granted contract time extensions due to dewatering permit processing delays.

1.05 QUALITY CONTROL

A. An independent testing laboratory (Testing Laboratory) will be selected by the CITY to perform field and laboratory soil testing as described in Section 01400, "Testing and Inspection". The cost of the first round of tests will be paid from the "Cost Allowance for Permits, Licenses and Fees". The costs of subsequent recompaction and retesting resulting from not achieving the required minimum compaction shall be borne by the CONTRACTOR at no additional cost to the CITY.
B. The CONTRACTOR shall schedule its work so as to permit a reasonable time for testing before placing succeeding lifts and shall keep the Testing Laboratory informed of his progress. A minimum of 48 hours of notice shall be provided to the Testing Laboratory to mobilize its activities.

1.06 SUBSURFACE INFORMATION

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A. The CONTRACTOR shall be responsible for anticipating groundwater conditions and shall provide positive control measures as required. Such measures shall ensure stability of excavations, groundwater pressure control, prevention of tanks, pipes, and other structures from being lifted by hydrostatic pressures, and avoiding the disturbance of subgrade bearing materials.

1.07 TRENCH SAFETY ACT COMPLIANCE

A. The CONTRACTOR by signing and executing the contract is, in writing, assuring that it will perform any trench excavation in accordance with the Florida Trench Safety Act, Section 553.60 et. seq.. The CONTRACTOR has further identified the separate item(s) of cost of compliance with the applicable trench safety standards as well as the method of compliance as noted in the "Bid Forms" Section of the Contract front-end documents.
B. The CONTRACTOR acknowledges that this cost is included in the applicable items of the Proposal and Contract and in the Grand Total Bid and Contract Price.
C. The CONTRACTOR is, and the CITY and ENGINEER are not, responsible to review or assess the CONTRACTOR's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". The CONTRACTOR is, and the CITY and ENGINEER are not, responsible to determine if any safety or safety related standards apply to the project, including but not limited to, the "Trench Safety Act".

1.08 PROTECTION OF PROPERTY AND STRUCTURES

A. The CONTRACTOR shall, at its own expense, sustain in place and protect from direct or indirect injury, all pipes, poles, conduits, walls, buildings, and all other structures, utilities, and property in the vicinity of its Work. Such sustaining shall be done by the CONTRACTOR. The CONTRACTOR shall take all risks attending the presence or proximity of pipes, poles, conduits, walls, buildings, and all other structures, utilities, and its Work. It shall be responsible for all damage, and assume all expenses, for direct or indirect injury and damage, caused by its Work, to any such pipe, structures, etc., or to any person or property, by reason of injury to them, whether or not such structures, etc., are shown on the Drawings.
B. Barriers shall be placed at each end of all excavations and at such places as may be necessary along excavations to warn all pedestrian and vehicular traffic

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of such excavations. Barricades with flashing lights shall also be placed along excavation from sunset each day to sunrise of the next day until such excavation is entirely refilled, compacted, and paved. All excavations shall be barricaded where required to meet OSHA, local and Federal Code requirements, in such a manner to prevent persons from falling or walking into any excavation within the site fenced property limits.

1.09 DEWATERING PERMITS

A. The CONTRACTOR shall be responsible for obtaining all permits required for the dewatering operation.

Part 2 - PRODUCTS

2.01 BEDDING MATERIAL

A. Bedding materials shall be furnished from acceptable off-site sources. The CONTRACTOR shall submit to the ENGINEER the sources of each material for review in accordance with Section 01300, "Submittals".

B. Crushed stone (or drainfield limerock) shall be used as bedding material for piping (except for copper pipe) and/or manholes as shown on the Standard Details when the installation is below the ground water table elevation. Crushed stone shall consist of hard, durable, sub-angular particles of proper size and gradation, and shall be free from organic material, wood, trash, sand, loam, clay, excess fines, and other deleterious materials.

1. For pipe diameters less than 24 inches, the stone shall conform to the requirements of ASTM C 33, Size No. 57 (3/4-inch rock) and be graded within the following limits:

Sieve Size	Percent Finer by Weight
1-½ inch	100
1 inch	95 - 100
½ inch	25 - 60
No. 4	0 - 10
No. 8	0 – 5

2. For bedding of 24 inch and larger diameter pipe, the stone shall conform to the requirements of ASTM C 33 and be graded within the following limits:

Sieve Size	Percent Finer by Weight
5/8 inch	100
1/2 inch	40 – 100
3/8 inch	15 - 45

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C. Sand shall be used for bedding pipe when installed under dry trench conditions, or above the ground water table. Sand shall also be used for bedding copper pipe under all conditions. Sand shall be dry, screened, graded sand with 100 percent passing a 3/8-inch sieve and not more than 5 percent passing a No. 200 sieve.
D. Limerock screenings, sand or other fine material shall not be used for bedding.
E. All pipe bedding material shall be new, unless otherwise approved by the Engineer. Existing pipe bedding material may not be used.

2.02 SELECT BACKFILL

A. Select Backfill: Select backfill shall be clean sandy material passing through a 3/4-inch sieve as select backfill material.

2.03 GENERAL BACKFILL

A. All other backfill (general backfill) placed above the select backfill shall pass through a 6-inch ring. General backfill shall contain no more than 10 percent organics. General backfill used under roadways shall be compatible with the materials and compaction specified under Section 02510 – Asphaltic Concrete Pavement and 02526 – Concrete Pavement, Curb and Walkway.

Part 3 - EXECUTION

3.01 EXCAVATION

A. The CONTRACTOR shall perform all excavation of every description and of whatever substance encountered, to the dimensions, grades and depths shown on the Drawings, or as required for a proper installation. All excavations shall be made by open cut and in accordance with the Trench Safety Act. All existing utilities such as pipes, poles and structures shall be carefully located, supported and protected from injury; in case of damage, they shall be restored at the CONTRACTOR's expense.
B. Pipe trenches for piping shall be excavated to a width within the limits of the top of the pipe and the trench bottom so as to provide a clearance on each side of the pipe barrel, measured to the face of the excavation, or sheeting if used, of 6 inches to 12 inches as defined on the Drawings. All pipe trenches shall be excavated to a level where suitable material is reached, a minimum of 8 inches

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below the pipe barrel or that will allow for a minimum of 36 inches of covering unless otherwise indicated on the Drawings.

C. Ladders or steps shall be provided for and used by workmen to enter and leave trenches.

D. Excavated unsuitable material shall be removed from the site and disposed of by the CONTRACTOR. Materials removed from the trenches shall be stored and in such a manner that will not interfere unduly with traffic on public roadways and sidewalks and shall not be placed on private property. In congested areas, such materials that cannot be stored adjacent to the trench or used immediately as backfill shall be removed to other convenient places of storage acceptable to the CITY at the CONTRACTOR's expense.

E. Excavated material that is suitable for use as backfill shall be used in areas where sufficient material is not available from the excavation. Suitable material in excess of backfill requirements shall be disposed off-site at the CONTRACTOR's expense.

3.02 SHEETING AND BRACING

A. The CONTRACTOR shall furnish, place and maintain sheeting and bracing to support sides of the excavation as necessary to provide safe working conditions in accordance with OSHA requirements, and to protect pipes, structures and other Work from possible damage. Where wood sheeting or certain designs of steel sheeting are used, the sheeting shall be cut off at a level of 2 feet above the top of the installed pipe and that portion below the level shall be left in place. If interlocking steel sheeting is used, it may be removed providing removal can be accomplished without disturbing the bedding, pipe or alignment of the pipe. Any damage to the pipe bedding, pipe or alignment of the constructed utility caused by the removal of sheeting shall be cause for rejection of the affected portion of the work. The CITY may permit sheeting to be left in place at the request and expense of the CONTRACTOR, or the CITY may order him in writing to leave in place, for the preventing of damage to structures or property. Payment for sheeting ordered to remain in place shall be paid for at a negotiated price.

B. If the ENGINEER is of the opinion that at any point sufficient or proper supports, have not be provided, he may order additional supports put in at the CONTRACTOR's expense. The CONTRACTOR shall be responsible for the adequacy of all sheeting used and for all damage resulting from sheeting and bracing failure or from placing, maintaining and removing it.

3.03 REMOVAL OF WATER

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SECTION 02222

EXCAVATION AND BACKFILL FOR UTILITIES

A. General: It is a basic requirement of these Specifications unless otherwise authorized per Article 3.09 that excavations shall be free from water before pipe or structures are installed.

B. The CONTRACTOR shall provide pumps, and other appurtenant equipment necessary to remove and maintain water at such a level as to permit construction in a dry condition. The CONTRACTOR shall continue dewatering operations until backfilling has progressed to a sufficient depth over the pipe to prevent flotation or movement of the pipe in the trench or so that it is above the water table. If at any point during the dewatering operation it is determined that fine material is being removed from the excavation sidewalls, the dewatering operation shall be stopped. If any of the subgrade or underlying material is disturbed by movement of groundwater, surface water, or any other reason, it shall be replaced at the CONTRACTOR's expense with crushed stone or gravel.

C. The CONTRACTOR shall use dewatering systems that include automatic starting devices, and standby pumps that will ensure continuous dewatering in the event of an outage of one or more pumps.

D. Disposal: Water from the trenches and excavation shall be disposed of in such a manner as will not cause injury to public health, to public or private property, to the Work completed or in progress, to the surface of the streets, cause any interference with the use of the same by the public, or cause pollution of any waterway or stream. The CONTRACTOR shall submit his proposed methods of handling trench water and locations at which the water will be disposed of to the ENGINEER for review and shall receive acceptance before starting the excavation. Disposal to any surface water body will require silt screens to prevent any degration in the water body. The CONTRACTOR shall have responsibility for acquiring all necessary permits for disposal.

3.04 TRENCH STABILIZATION

A. No claim for extras, or additional payment will be considered for cost incurred in the stabilization of trench bottoms which are rendered soft or unstable as a result of construction methods, such as improper or inadequate sheeting, dewatering or other causes. In no event shall pipe be installed when such conditions exist and the CONTRACTOR shall correct such conditions so as to provide proper bedding or foundations for the proposed installation at no additional cost to the CITY before placing the pipe or structures.

3.05 PIPE BEDDING IN DRY TRENCHES

A. Pipe trenches shall be excavated as described in Article 3.01. The resulting excavation shall be backfilled with acceptable pipe bedding material, up to the

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level of the centerline of the proposed pipe barrel. This backfill shall be tamped and compacted to provide a proper bedding for the pipe and shall then be shaped to receive the pipe. Bedding shall be provided under the branch of all fittings to furnish adequate support and bearing under the fitting.

B. Any over excavation below the levels required for installation of the pipe shall be backfilled with acceptable bedding material, tamped, compacted and shaped to provide proper support for the proposed pipe, at the CONTRACTOR's expense.

3.06 BACKFILL

A. The CONTRACTOR shall not backfill trenches until the piping has been inspected and tested in accordance with Section 15995 - Pipeline Testing and Disinfection.

B. Pipelines: Pipeline trenches shall be backfilled to a level 12 inches above the top of the pipe with select backfill. When placed in the dry, such material shall be placed in 9-inch layers, each compacted to the densities specified in Article 3.07. Only hand operated mechanical compacting equipment shall be used within six inches of the installed pipe.

C. After the select backfill has been placed as specified above, and after all excess water has completely drained from the trench, general backfilling of the remainder of the trench may proceed. General backfill shall be placed in horizontal layers, the depth of which shall not exceed the ability of the compaction equipment employed, and in no event shall exceed a depth of 12 inches. Each layer shall be moistened, tamped, puddled, rolled or compacted to the densities specified in Article 3.07.

D. Manholes and Vaults: Any excavation below the levels required for the proper construction of manholes or vaults shall be filled with Class B concrete. The use of earth, rock, sand or other materials for this purpose will not be permitted.

3.07 COMPACTION AND DENSITIES

A. Compaction of backfill shall be 98% of the maximum density where the trench is located under structures or paved areas, and 95% of the maximum density elsewhere. Methods of control and testing of backfill construction are:

1. Maximum density of the material in trenches shall be determined by ASTM D 1557.
2. Field density of the backfill material in place shall be determined by ASTM D 1556 or D 2922.

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B. Density Test Locations for Pipelines: The compacted backfill/fill shall be tested for in-place density at the rate of one test location per 200 lineal feet (or fraction thereof) of trench, or as shown on the Drawings or as directed by the ENGINEER. The density tests shall be taken at the trench bottom and at each location in one foot intervals beginning from the top of the piping and ending at the final grade. At existing road or pavement crossings, a minimum of two (2) density tests per crossing per lift is required.

C. Trench backfill which does not comply with the specified densities, as indicated by such tests, shall be reworked and recompacted until the required compaction is secured, at no additional cost to the CITY. The costs for retesting such Work shall be paid for by the CONTRACTOR.

3.08 ADDITIONAL EXCAVATION AND BACKFILL

A. Where organic material, such as roots, muck, or other vegetable matter, or other material which, in the opinion of the ENGINEER, will result in unsatisfactory foundation conditions, is encountered below the level of the proposed pipe bedding material, it shall be removed to a depth of two feet below the outside bottom of the pipe or to a greater depths as directed by the ENGINEER and removed from the site. Sheeting shall be installed if necessary to maintain pipe trenches within the limits identified by the ENGINEER. The resulting excavation shall be backfilled with suitable backfill material, placed in 12-inch layers, tamped and compacted up to the level of the bottom of the proposed pipe bedding material. Sufficient compaction of this material shall be performed to protect the proposed pipe against settlement. Lean concrete may be used in lieu of backfill when pipe installation is in the wet or at the CONTRACTOR's option. Construction shall then proceed in accordance with the provisions of Article 3.05.

B. Additional excavation (more than two feet below the pipe) shall be performed when ordered by the ENGINEER. Where organic or other material is encountered in the excavation, the CONTRACTOR shall bring the condition to the attention of the ENGINEER and obtain his determination as to whether or not the material will require removal, prior to preparing the pipe bedding. The excavation of material up to a depth of two feet below the outside bottom incidental items of construction and the Work shall be done at no additional cost to the CITY. Where ordered by the ENGINEER, excavation greater than two feet below the pipe, backfill and additional sheeting, will be compensated by the CITY.

3.09 ALTERNATE METHOD OF CONSTRUCTION

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SECTION 02222

EXCAVATION AND BACKFILL FOR UTILITIES

A. Use of This Method: A combination of conditions in the substrate, water table, or method of disposal may be encountered during the course of the work which makes dewatering impossible. When such conditions are encountered, but only after all reasonable means (pumps, well points, etc.) to dewater the excavation have been employed without success, the CONTRACTOR, may request to employ the following Alternate Method of Construction. The concurrence of the ENGINEER shall be obtained in writing and shall limit the use of the alternate method of construction to such specific portions of the Work as the ENGINEER shall determine.

B. The requirements set forth in other sections of these Specifications shall establish the required standards of construction quality for this work. Use of the alternate method of construction described hereinafter shall in no way be construed as relieving the CONTRACTOR of the work. No additional payment will be made to the CONTRACTOR for excavation, backfill, sheeting or any cost incurred for Work or materials, or any other costs incurred as a result of the use of this alternate method of construction. The prices established in the Proposal shall be for full payment for the various items of work.

C. Subject to all the requirements stated herein, including written acceptance of the ENGINEER, construction will be permitted in accordance with the following specifications. All requirements of these Specifications shall apply to this construction unless otherwise specifically modified herein.

D. Removal of Water: The installation of pipe and appurtenances under water will be permitted and the requirements of Article 3.03 will be waived.

E. Excavation shall be performed in accordance with Article 3.01 to the specified limits. The excavation shall be completely cleaned of silt and other fines.

F. Pipe Bedding: Pipe bedding shall be placed from the bottom of the excavation to six inches above the top of the pipe. The bedding material shall be screened gravel or crushed stone as specified in Article 2.01. Limerock screenings, sand or other fine organic material shall not be used.

G. The bedding material shall be placed to the lower third of the pipe barrel and then be shaped to receive the pipe at the intended elevation. Bedding shall be provided under the branch of all fittings to furnish adequate support and bearing under the fitting. After the pipe section is installed and tested if required, the remaining bedding shall be placed to the top of the pipe.

H. Select backfill material shall be used to backfill from 6 inches above the top of the pipe to a level one foot above standing ground water. The lift shall then be compacted per Article 3.07. General backfill shall then be placed in 8-inch lifts and compacted per Article 3.07.

I. If the Alternate Method of Construction is used, all backfill material, including specified pipe bedding material, shall be carefully lifted into the trench and not

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released to fall freely therein until the bucket or container is at or just above water level. Under no circumstances shall backfill material be dumped or pushed into the trenches containing water. Below water level, the bedding and backfill material shall be carefully rammed into place in uniform layers, of equal depth on each side of the pipe, up to one foot above the water level. Above the water level, backfill material shall be placed and compacted for normal backfill as previously specified.

3.10 RESTORATION OF EXISTING SURFACES

A. Restore all grassed areas disturbed by the trenching operations by resodding in accordance with Section 02500 – Surface Restoration.

- END OF SECTION –

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SECTION 02223

EXCAVATION AND BACKFILL FOR STRUCTURES

Part 1 - GENERAL

1.01 THE REQUIREMENT

A. This Section includes, except as elsewhere provided, excavation, filling and compacting work for the piping installation.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 01300 - Submittals
B. Section 01560 - Special Controls
C. Section 02140 – Dewatering
D. Section 02160 - Temporary Excavation Support Systems
E. Section 02210 - Earth Excavation, Backfill, Fill and Grading
F. Section 02222 – Excavation and Backfill for Utilities

1.03 QUALITY CONTROL

A. Codes and Standards: Excavation and backfill work shall be performed in compliance with applicable codes, standards and requirements of governing authorities having jurisdiction in the area.
B. Testing and Inspection Service: An independent testing laboratory (Testing Laboratory) will be selected by the CITY to conduct appropriate field and laboratory tests on soils and other materials in accordance with the Contract Documents. The first round of tests will be paid for from the "Cost Allowance for Permits, Licenses and Fees". The costs of any subsequent recompaction and retesting due to not achieving the required minimum compaction will be borne by the CONTRACTOR at no additional cost to the CITY.

1.04 JOB CONDITIONS

A. Existing Utilities

1. Locate existing underground utilities in the areas of work. Test pits and hand excavation in critical areas will be required prior to initiating work.
2. All existing utilities including piping, electrical conduits, electric duct banks and telephone cables that are shown on the Contract Drawings to be relocated, shall be relocated prior to initiating earth work. Excavation and backfill for relocation of existing utilities shall conform to the requirements of Section 02222 - Excavation and Backfill for Utilities. The CONTRACTOR shall coordinate relocation of utilities with utility companies having jurisdiction in the area. Should unknown or incorrectly identified piping or other utilities be encountered during excavation, the CONTRACTOR shall consult the CITY, ENGINEER and Owner of such piping/utility for directions.

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3. The CONTRACTOR shall cooperate with the CITY and utility companies in keeping respective services and facilities in operation.

1.05 PROHIBITION OF BLASTING

A. The use of explosives for excavation work is strictly prohibited on this project.

1.06 SUBMITTALS

A. The CONTRACTOR shall submit information and samples to the ENGINEER for review as specified herein in accordance with Section 01300. The information shall include:

1. Detailed description of the dewatering method chosen and sequence of dewatering operations, if dewatering is necessary.
2. Plans showing the methods and locations of dewatering and discharge. The drawings shall include a sufficient number of detailed sections to clearly illustrate the scope of work. The drawings showing all of the above information, including calculations, shall be prepared by a qualified Professional Engineer registered in the state of Florida, and shall bear its seal and signature. A copy of any relevant dewatering permit shall be submitted.
3. Lists of materials and equipment to be used.
4. Detailed description of the selected method(s) of excavation, fill and compaction.
5. Plans of open cut excavations showing side slopes and limits of the excavation at grade where not shown on the Contract Drawings. The traffic lane to be closed and maintained shall be indicated in the submittal.
6. Design computation of sheeting system. Sheeting and shoring plans shall be designed and sealed by a professional Engineer registered in the State of Florida. Submittals shall indicate depth of penetration.
7. The CONTRACTOR shall furnish the ENGINEER, for approval, a representative sample of structural fill material from off-site sources at least ten calendar days prior to the date of anticipated use of such material. The sample shall be delivered to the site at a location determined by the ENGINEER. The submittal shall identify the source of the material.

1.07 PROTECTION OF PROPERTY AND STRUCTURES

A. The CONTRACTOR shall, at its own expense, sustain in place and protect from direct and indirect injury, its work at all times as well as all pipes, poles, conduits, walls, buildings, and all other structures, utilities and property in the vicinity of its work. Such sustaining shall be done by the CONTRACTOR. The CONTRACTOR shall take all risks attending the presence or proximity of pipes, poles, conduits, walls, buildings and all other structures, utilities, and

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property in the vicinity of its work. It shall be responsible for all damage, and assume all expenses, for direct or indirect injury and damage, caused by its work, to any such pipes, structures, etc., or to any person or property, by reason of injury to them, whether or not such structures, etc., are shown on the Drawings.

B. Barriers and lights shall be placed at all excavations in accordance with OSHA requirements.

C. Safe and suitable ladders for access to trenches shall be provided in accordance with OSHA requirements.

Part 2 - PRODUCTS

2.01 GENERAL

A. Specific locations/areas of work where these materials shall be utilized are defined on the Drawings.

2.02 STRUCTURAL FILL

A. Fill material shall be non-cohesive, non-plastic, granular mixture of local clean sand or local clean sand and limerock free from vegetation, organic material, muck or deleterious matter. Material shall conform to AASHO-2 gradation with no more than ten (10) percent by weight passing the No. 200 sieve. All rock or hard material shall pass through a 3-inch diameter ring. Broken Portland cement or asphaltic concrete shall not be considered an acceptable fill material. Fill material containing limerock shall have sufficient sand to fill the voids in the limerock. Material placed in the upper 6-inches of all backfills or fills shall not contain any stones or rocks larger than 1-inch in diameter. Limits of excavation and fill shall be as defined on the Drawings. All structural fill materials shall be obtained from off-site sources.

2.03 OTHER MATERIALS

A. Requirements for any other fill material, if needed, are defined on the Drawings.

Part 3 - EXECUTION

3.01 CONTRACTOR INSPECTIONS

A. Examine the areas and conditions under which excavating, filling, and grading are to be performed. Do not proceed with the work until unsatisfactory conditions have been corrected.

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B. Examine and accept existing grade of the project site walkways, pavements, etc., prior to commencement of work and report to ENGINEER if elevations of existing subgrade substantially vary from elevations shown on the Drawings.

3.02 EXCAVATION FOR STRUCTURES

A. Unless otherwise indicated on the Drawings, all excavation shall be made in such a manner, and to such widths, as will give ample room for properly constructing and inspecting the structures they are to contain. Excavation shall be made in accordance with the details shown on the Drawings, and as specified herein. Attention shall be given to the proper handling of storm water runoff. The CONTRACTOR shall intercept and collect surface run off both at the top and bottom of cut slopes. The excavating equipment shall operate in an organized fashion so as to remove silt from one edge of the excavation to the other so as not to trap silt within the undercut area.
B. Where required on the Drawings, unsuitable material (silt layer) beneath the groundwater encountered at the site shall be removed using equipment, as approved by the ENGINEER. The equipment shall operate in an organized manner so as to remove silt from one edge of the excavation to the other so as not to trap silt within the undercut area. Unsuitable material shall be drained while being removed, removed and disposed of off-site by the CONTRACTOR. The CONTRACTOR shall clean all roadways impacted by his demucking, hauling, any temporary stockpiling and removal operations at a frequency as determined by the ENGINEER in the field.
C. In excavating for footings and foundations, the CONTRACTOR shall take care not to disturb bottom of excavation. Excavate by hand to final grade just before concrete reinforcement is placed. Trim bottoms to required lines and grades to leave solid base to receive concrete.
D. The CONTRACTOR shall ensure that its excavation work does not adversely affect the bearing capacity of the structural subsurface. Also, the CONTRACTOR shall proceed with foundation work immediately after excavation work and as expeditiously as possible so as to minimize any potential for subsurface disturbance due to environmental factors, adverse weather, etc. The CONTRACTOR shall also take all necessary precautions to protect its work from potential adverse impacts. Where excavated areas are disturbed by subsequent operations or adverse weather, scarify surface, reshape, fill as required, and compact to required density.
E. All excavated soil material, removed underground utilities including pipes and fittings, electrical conduits and duct banks, and other undefined materials removed within the limits of the excavation, shall be disposed off-site by the CONTRACTOR.
F. Refer to the Drawings for additional requirements for excavation for specific locations/areas of work.

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SECTION 02223

EXCAVATION AND BACKFILL FOR STRUCTURES

3.03 UNAUTHORIZED EXCAVATION

A. Excavation work carried outside of the work limits required by the Contract Documents shall be at the CONTRACTOR's expense, and shall be backfilled by the CONTRACTOR at its own expense with structural fill, as directed by the ENGINEER. Where, in the judgment of the ENGINEER, such over-excavation requires use of lean concrete or crushed stone, the CONTRACTOR, at its expense, shall furnish and place such materials.

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SECTION 02223

EXCAVATION AND BACKFILL FOR STRUCTURES

3.04 SHEETING AND BRACING

A. The term "sheeting" shall represent any type of shoring used to support sides of the excavation. Walls of the excavation shall be kept vertical where open cut is not practical and, if required to protect the safety of workmen, the general public, this or other work or structure, or excavation walls, the excavation shall be properly sheeted and braced for conditions encountered and in conformance with OSHA requirements. Excavation for the structures shall be sufficient to provide a clearance between their outer surfaces and the face of the excavation, sheeting, or bracing, of not less than two feet, unless otherwise indicated on the Drawings. Materials encountered in the excavation, which have a tendency to slough or flow into the excavation, undermine the bank, weaken the overlying strata, or are otherwise rendered unstable by the excavation operation shall be retained by sheeting, stabilization, grouting or other acceptable methods.

B. Minimum length of embedment below the deepest part of the excavation shall be 0.3 times the depth of excavation being supported or greater depending on the sheeting. The design of the sheeting arrangement shall be the responsibility of the CONTRACTOR.

C. Sheeting shall be removed provided its removal will not jeopardize pipes or structures. Any sheeting left in place must be authorized by the ENGINEER and shall be cut-off two feet below finished grade, or as directed. The CONTRACTOR will not receive extra compensation for sheeting left in place or the cut off work required.

3.05 REMOVAL OF WATER

A. General

1. Removal of groundwater, or dewatering, shall be accomplished in accordance with the requirements of Section 02140, “Dewatering”, and as indicated below. In the event these requirements are in conflict, the most stringent shall govern.
2. The CONTRACTOR shall provide pumps, well points, and other appurtenant equipment necessary to remove and maintain water at such a level as to permit construction in the dry where defined on the Drawings. The ground water level shall be controlled so as to permit the placing and curing of concrete and the maintenance of supporting foundations and adjacent work and structures in the dry.
3. The CONTRACTOR shall use dewatering systems that include automatic starting devices, and standby pumps that will ensure continuous dewatering in the event of an outage of one or more pumps.
4. If excavations to be dewatered cannot be maintained dry by the CONTRACTOR's dewatering efforts, then the CONTRACTOR shall

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provide tremie seals at no additional cost to the CITY. The placement of tremie seals shall not preclude dewatering operations specified herein. The limits of tremie seals shall be recommended by the CONTRACTOR and reviewed and accepted by the ENGINEER.

5. Dewatering Permits: If the quantity and/or nature of water withdrawn require approval/permits from regulatory agencies, the CONTRACTOR shall procure such permits at its expense, and submit copies to the ENGINEER before commencing the work. The CONTRACTOR will not be granted contract time extensions due to dewatering permit processing delays.

B. Disposal: The CONTRACTOR shall be responsible to dispose of water from the dewatering operation in accordance with the Contract Documents and shall obtain all necessary permits and conform to all local regulations and codes. Water from the excavation shall be disposed of in such a manner as will not cause injury to public health, to public or private property, to the work completed or in progress, to the surface of the streets, will not cause any interference with the use of the same by the public, or will not cause pollution of any waterway or stream. Water from dewatering operation may be disposed at locations directed by the CITY with the proper installation of siltation screens and operation of the dewatering system in accordance with all local regulations and codes. The CONTRACTOR shall submit its dewatering method and point(s) of discharge to the ENGINEER for review at least twenty (20) days prior to any dewatering activities. The CONTRACTOR shall provide maintenance of canal(s) and drainage ditches to which it discharges. The cost of maintaining drainage ditches and canal(s) shall be included in the bid price. The CONTRACTOR shall remove siltation and haul, and dispose of this material on a regular basis to maintain the original base conditions at all time, so as not to impact drainage in the general area.

3.06 FILL PLACEMENT AND COMPACTION

A. General

1. Fill material (including structural fill and other fill material) shall be placed within the limits of excavations as shown on the Drawings. When placed in the wet, fill material shall be placed in standing groundwater to a level one foot above stabilized groundwater. The material shall be placed at one edge of the excavation and pushed to the other so as to move residuals across the bottom of the excavation. The leading edge of the fill should be cleaned regularly to remove it of the advancing residuals. All residuals shall be disposed at off-site locations shown on the Drawings or specified herein.

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2. Once fill materials have been placed up to one foot above the stabilized groundwater, the entire lift should then be rolled with six passes from a 10-ton roller. The coverage shall be overlapping, and shall occur while the compactor is operated at a travel speed of not more than two feet per second. If a vibratory compactor is used, it should be operated with the vibrator off so as not to induce capillary moisture into the dry fill soils.
3. Fill materials placed following this initial lift shall be placed in the dry with loose lift thickness of eight inches or less. Each lift shall be compacted to achieve a minimum of 98 percent Modified Proctor maximum dry density in accordance with ASTM D1557. Fill materials shall be placed within two percent of optimum moisture content.

B. Inspection and Testing: The fill placement and compaction shall be observed by the ENGINEER. As a minimum, an in-place density test will be made in each lift of compacted soil for every 2,500 square feet of area. The CONTRACTOR shall coordinate and cooperate with the Testing Laboratory.
C. Final Grades: Final structure fill grades shall be within 0.1 feet of elevations shown. Where shown on the Drawings, surfaces shall be sloped for drainage or other surfaces.
D. Refer to the Drawings for additional fill and compaction requirements for specific locations/areas of work.

3.07 BACKFILL AGAINST STRUCTURES

A. Backfill against non-water holding structures shall not be performed until the concrete has been inspected by the ENGINEER. Backfill against walls shall also be deferred until the structural slab for floors above the top fill line have been placed and attained design strength. Partial backfilling against adequately braced walls may be considered by the ENGINEER on an individual situation basis. Where walls are to be waterproofed, all work shall be completed and membrane materials dried or cured according to the manufacturer's instructions before backfilling.

- END OF SECTION -

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SECTION 02225

CONTAMINATED SOILS AND GROUNDWATER

Part 1 - GENERAL

1.01 THE REQUIREMENT

A. This Section includes, except as elsewhere provided, the work necessary to remove, transport, and properly dispose of contaminated soils and groundwater required for complete construction of structures and underground piping systems and appurtenances as shown on the Drawings and specified herein.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 02222 – Excavation and Backfill for Utilities
B. Section 02224 – Excavation and Backfill for Structures

1.03 QUALITY CONTROL

A. Codes and Standards: All work associated with dewatering, excavation, removal, transportation and disposal of contaminated soils and groundwater shall be performed in compliance with applicable codes, standards and requirements of governing authorities having jurisdiction in the area.
B. Testing and Inspection Service: A testing laboratory certified by the Broward County Environmental Protection and Growth Management Department (BCEPGMD) and the State of Florida shall be retained by the CONTRACTOR to conduct appropriate soils and groundwater testing in accordance with regulatory requirements and the Contract Documents.

1.04 SUBMITTALS

A. The CONTRACTOR shall submit information and samples to the CITY for review as specified herein in accordance with Section 01300. The information shall include:

1. Detailed description of the proposed methods for temporary stockpiling, transportation, and disposal of all contaminated soils and groundwater.
2. Copies of permits for all disposal facilities.
3. Copies of all manifest and documentation for handling and disposing of all contaminated soil and groundwater in full compliance with local, state and federal requirements. This documentation must be provided prior to requesting payment under this Bid item.
4. Copies of all laboratory analyses required for transportation and disposal of all contaminated soils and groundwater in full compliance with local, state and federal requirements.
5. Names, addresses and contact numbers of all subcontractors.

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6. Copy of Contractor's Health and Safety Plan and training certificates of personnel who will be handling the contaminated material in accordance with OSHA requirements.

Part 2 - PRODUCTS (NOT USED)

Part 3 - PART 3 - EXECUTION

3.01 CONTAMINATED SOILS

A. The CONTRACTOR shall retain a laboratory certified by the BCEPGM and the State of Florida to sample the groundwater in the excavation, the stored soil and soil samples in the perimeter of the excavated hole for petroleum contamination (EPA Methods 601, 602, 610). The number of samples shall be sufficient to comply with the requirements of the CONTRACTOR's approved Dewatering Plan and all local, state and federal regulations. The results of the tests shall be forwarded to the CITY.

B. Excavated materials which are deemed to be contaminated shall be removed, treated and disposed of by the CONTRACTOR in accordance with all applicable regulatory requirements. The soil may be contaminated with petroleum product which may be partly or entirely diesel fuel or gasoline. When such soil conditions are encountered, they shall be brought to the CITY's attention. The extent of excavation shall be determined in the field by the CITY. Payment for this work shall be in accordance with the allowance bid item for excavation, treatment and disposal of contaminated soil, included in the Schedule of Prices Bid.

C. All contaminated soil which is excavated shall be stockpiled in an area designated for contaminated soils. The CONTRACTOR shall take whatever precautions are necessary to ensure that contaminated soils are not co-mingled with non-contaminated stockpiled soils and/or mucks.

D. Contaminated soils must be placed on an impermeable barrier when temporarily stockpiled and must be covered with visquine to prevent runoff. All stockpile leachate or runoff must be collected for disposal in accordance with federal, state and local regulations.

E. Contaminated soils shall be processed and treated at a state licensed facility. These soils shall be transported and disposed of in accordance with federal, state and local regulations.

F. The CONTRACTOR shall be responsible for testing soil which has been treated to certify treated soil meets applicable federal, state, and local regulations for final disposal.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 02225

CONTAMINATED SOILS AND GROUNDWATER

3.02 CONTAMINATED GROUNDWATER

A. All water generated, pumped or removed from excavations as a result of excavation dewatering activities shall be collected, containerized, and managed prior to discharge and/or treatment at an approved discharge point in accordance with local, state and federal regulations and the requirements of the Contract Documents. If groundwater contamination is identified at any time during the performance of the Work, CONTRACTOR shall immediately notify the CITY.

B. If contaminated groundwater in the dewatering excavation area is encountered, the contaminated groundwater shall be removed, treated and discharged by the CONTRACTOR in accordance with all applicable regulatory requirements. Payment for this work shall be in accordance with the allowance bid item for treatment and discharge of contaminated groundwater, included in the Schedule of Prices Bid.

C. Treatment of contaminated groundwater will include the following options, depending on the magnitude of the contamination in the trench: Granular Activated Carbon (GAC) Treatment vessels, mobile air stripping units, vacuum truck removal and disposal or other method as approved by the CITY and regulatory agencies with jurisdiction.

D. If contaminated groundwater is encountered during construction, CONTRACTOR shall provide reference information for the qualified groundwater remediation subcontractor to be utilized, including phone number, contact name, and address. The selected groundwater treatment/recycling facility for hauling contaminated groundwater shall also be identified.

E. Effluent water from the treatment system will be analyzed by the certified laboratory to confirm that concentrations are below regulatory limits. Effluent water will then be directed to a pre-approved location as determined by local regulatory agencies and/or the CITY.

3.03 TRANSPORT AND DISPOSAL

A. Transport Regulations: The CONTRACTOR shall be responsible for the loading, labeling, placarding, marking, weighing, and transporting of all waste materials in accordance with the Florida Department of Transportation Regulations, and U.S. Department of Transportation Regulations. The CONTRACTOR shall use only transporters that are licensed and competent to haul these wastes.

3.04 WASTE CONTAINERS

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

A. Each transport container of waste shall be visually inspected by the CONTRACTOR for leaks, drips, or container damage prior to being loaded. Containers which are found to be leaking or damaged shall not be loaded until the damage is repaired. The CONTRACTOR shall prepare the transport container to prevent spillage or contamination. The CONTRACTOR shall notify the CITY two hours before any loaded transport leaves the site.
B. All transport containers leaving the site shall be inspected by the CONTRACTOR to ensure that no waste material adheres to the wheels or undercarriage.
C. All vehicles on which waste is adhering shall be cleaned by sweeping tires and undercarriage or by other dry methods prior to leaving the site.

3.05 SHIPPING RECORDS

A. The CONTRACTOR shall prepare accurate shipping records for any wastes leaving the site in accordance with applicable federal and state regulations. The CONTRACTOR shall be responsible for providing copies of the records to the CITY and shall immediately notify the CITY of any problems in completing shipments and disposal of wastes.
B. The CONTRACTOR shall:

    1. Be responsible for appropriate measurement of unit quantity (weight or volume) of waste material removed from the site.
    2. Coordinate vehicle inspection and recording of quantities leaving the site with the CITY. These quantities shall be compared to recorded quantities received at the treatment or disposal facilities. The CONTRACTOR shall resolve any discrepancies occurring immediately, determining the probable cause for the discrepancy.
    3. Be solely responsible for any and all actions necessary to remedy situations involving waste spiked in transit.

C. The CONTRACTOR shall ensure that a copy of the manifest and disposal receipt/bill of lading are returned to the CITY by the designated treatment or disposal facility within 14 days of receipt of the material to be disposed.

- END OF SECTION -

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 02332

LIMEROCK BASE

Part 1 - GENERAL

1.01 WORK INCLUDED

A. Furnish all labor, materials, equipment and incidentals required to provide limerock base in accordance with the grades and typical sections shown on the Drawings and as specified herein.

1.02 RELATED WORK:

A. Section 02100 – Clearing and Grubbing.
B. Section 02260 – Finish Grading
C. Section 02510 - Asphaltic Concrete Pavement.

Part 2 - PRODUCTS

2.01 MATERIALS

A. Source: The material used in limerock base courses shall be material classified as either Miami Oolite Formation or Ocala Formation at the CONTRACTOR'S option; however, only one formation may be used.
B. Limerock material shall contain not less than 70 percent of carbonates of calcium and magnesium. The maximum percentage of water sensitive clay material shall be 3.
C. Graduation: At least 97 percent (by weight) of the material shall pass a 3-1/2-inch sieve and the material shall be grades uniformly down to dust. The fine material shall consist entirely of dust of fracture. All crushing or breaking up which might be necessary in order to meet such size requirements shall be done before the material is placed on the road.
D. Quality:

1. The limerock material shall be uniform in quality and shall not contain cherty or other extremely hard pieces or lumps, balls or pockets of sand or clay size material in sufficient quantity as to be detrimental to prevent proper bonding, finishing or strength of limerock base. Limerock material shall be non-plastic, and the liquid amount shall not exceed 35.
2. Compacted limerock material shall have an average LBR value of not less than 100.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 02332

LIMEROCK BASE

Part 3 - EXECUTION

3.01 PREPARATION

A. For new limerock base construction, or areas where pavement is to be replaced, CONTRACTOR shall remove existing subgrade as required to provide the minimum thickness of new limerock base course as indicated on plans.
B. Compact subgrade to a density of no less than 98% of maximum density as determined by AHSHTO T-180.
C. No separate bid item is provided in the proposal for evacuating, grading and compacting subgrade. The cost thereof shall be included in the BID schedule items.

3.02 PERFORMANCE

A. Transporting Limerock: The limerock shall be transported to the point where it is to be used, over rock previously placed if practicable, and dumped on the end of the preceding spread. No hauling over the subgrade or dumping on the subgrade shall be done.
B. Spreading Limerock:

1. The limerock shall be spread uniformly, and all segregated areas of fine or coarse rock shall be removed and replaced with well-graded rock.
2. When the specified compacted thickness of the base is greater than 6-inches, the base shall be constructed in two courses. The thickness of the first course shall be approximately one-half the total thickness of the finished base, or enough additional to bear the weight of the construction equipment without disturbing the subgrade.

C. Establish grades and cross-sections conforming to plans

1. Provide a minimum of 8 inches of limerock as required to provide grades, elevations and cross sections, or as indicated on plans.
2. For asphalt driveway restoration, the limerock base course shall be a minimum of 6 inches thick.
3. The CONTRACTOR must determine for himself the volume of material required for the site.

D. Compacting and Finishing Base:

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 02332

LIMEROCK BASE

1. Work shall comply with Sections 200 of the FDOT Standard Specifications for Road and Bridge Construction.
2. Proposed limerock base shall be compacted to a minimum of ninety-eight percent (98%) of maximum density as determined by ASHTO T-180. Properly compact areas adjacent to curbs, catch basins, manholes and other areas not accessible to rollers with mechanical or hand tamping devices.
3. Correction of Defects:

   (a) If at any time the subgrade material should become mixed with the base course material, the CONTRACTOR shall dig out and remove the mixture, which shall be shaped and compacted as specified above.
   (b) If cracks or checks appear in the base, either before or after priming, which in the opinion of the ENGINEER would impair the structural efficiency of the base course or checks by rescarifying, reshaping, adding base material where necessary and recompacting.

4. Field and laboratory testing shall be performed by an independent testing laboratory selected by the City. The first round of tests will be paid from the "Cost Allowance for Permits, Licenses and Fees". In the event compacted material does not meet the specified minimum in-place density, the CONTRACTOR shall re-compact the material and density tests will be repeated until specified minimum results are obtained. All costs of recompaction and retesting shall be borne by the CONTRACTOR at no additional cost to the CITY.

- END OF SECTION -

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 02500

SURFACE RESTORATION

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. Items specified in this Section include repairs to landscaped and grassed areas that may be damaged or disturbed by CONTRACTOR activities.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Asphaltic concrete pavement.

B. Site Grading

1.03 SUBMITTALS

A. The CONTRACTOR shall submit submittals for review in accordance with the Section 01300 - Submittals.

1.04 DEFINITIONS

A. The phrase "DOT Specifications" shall refer to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The DOT Specifications are referred to herein and are hereby made a part of this Contract to the extent of such references, and shall be as binding upon the Contract as though reproduced herein in their entirety.

1.05 PROTECTION OF EXISTING IMPROVEMENTS

A. The CONTRACTOR shall be responsible for the protection of all pavements and other improvements within the work area. All damage to such improvements, as a result of the CONTRACTOR'S operations, beyond the limits of the work of pavement replacement shall be repaired by the CONTRACTOR at his expense.

1.06 GUARANTEE

A. The CONTRACTOR shall guarantee all trees, ground cover or shrubs planted or replanted under this Contract for a period of one year beyond acceptance of the project. In the event that any new tree, plant or shrub dies within the guarantee period, the CONTRACTOR shall be responsible for replacement in kind. In the event that a transplanted (reused) tree dies within the guarantee period, the CONTRACTOR shall be responsible for replacement in kind, except that the maximum height of any new tree shall be eight feet as measured from the ground surface, once planted, to the top of the tree.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

PART 2 -- PRODUCTS

2.01 REPLACEMENT TREES, GROUND COVER AND SHRUBS

A. Replacement trees, ground cover and shrubs shall be of the same type and size and sound, healthy and vigorous, well branched and densely foliated when in leaf. They shall have healthy, well developed root systems and shall be free of disease and insect pests, eggs or larvae.

2.02 MULCH

A. Mulch shall be windproof shredded eucalyptus, mulch shall be clean, fresh, free of branches and other foreign matter. Mulch shall be used around all shrubs, ground covers and tree trunks, and placed to a minimum depth of 2 inches extending from the tree trunk outward two feet.

2.03 GRAVEL BEDS

A. Filter Fabric: Filter fabric shall be nonwoven polyester material Trevia Type 1120 as manufactured by Hoechst Fibers Industries, or equal. Fabric weight shall be 6 ounces per square yard, puncture strength maximum 40 pounds, minimum Flux 240 gallons per minute per square foot. Fabric shall be installed in accordance with the manufacturer's recommendations, with precautions taken to avoid tearing the fabric. Fabric shall be laid in strips with a minimum overlap of one foot.

B. Limerock: Limerock shall meet ASTM A57 standards and shall be prewashed. Maximum size shall be 3/4 inches. Limerock shall be carefully placed and spread on the fabric to a minimum depth of 6 inches. Final grades and locations shall be as designated on the Drawings.

PART 3 -- EXECUTION

3.01 GRADING AND SODDING

A. The CONTRACTOR shall regrade the work areas disturbed by his construction activities to the existing grade prior to commencement of construction.

B. Sod shall be placed on all grassed areas disturbed by construction activities, unless otherwise indicated on the Drawings. Sodding shall be in accordance with Sections 575 and 981 of the DOT Specifications.

C. Maintenance: Sufficient watering shall be done by the CONTRACTOR to maintain adequate moisture for optimum development of the sodded areas. Sodded areas shall receive no less than 1.5 inches of water per week.

D. Repairs to Lawn Areas Disturbed by CONTRACTOR's Operations: Lawn areas damaged by CONTRACTOR's operations shall be repaired at once by proper sod bed preparation, fertilization and resodding, in accordance with these specifications. Regardless of the condition of the lawn area (weed content etc.) prior to the CONTRACTOR working in the area, all repairs shall be made with sod.

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3.02 TREES, GROUND COVER AND SHRUBS

A. Excavation and Plant Holes: Plant hole excavations shall be roughly cylindrical in shape, with the side approximately vertical. Plants shall be centered in the hole. Bottoms of the holes shall be loosened at least six inches deeper than the required depth of excavation.

B. Holes for balled and burlaped plants shall be large enough to allow at least eight inches of backfill around the earth ball. For root balls over 18 inches in diameter, this dimension shall be increased to 12 inches. Where excess material has been excavated from the plant hole, the excavated material shall be disposed of as and where directed by the ENGINEER.

C. Setting of Plants: When lowered into the hole, the plant shall rest on a prepared hole bottom such that the roots are level with, or slightly above, the level of their previous growth and so oriented such as to present the best appearance. The CONTRACTOR, when setting plants in holes, shall make allowances for any anticipated settling of plants.

D. Palms of the sabal species may be set deeper than the depth of their original growth, provided that the specified clear trunk height is attained.

E. The backfill shall be made with planting mixture and shall be firmly rodded and watered-in, so that no air pockets remain. The quantity of water applied immediately upon planting shall be sufficient to thoroughly moisten all of the backfilled earth. Plants shall be kept in a moistened condition for the duration of the Contract.

F. Staking and Guying: Plants shall be staked in accordance with the following provisions:

1. Small Trees: For trees and shrubs of less than one-inch caliper, the size of stakes and the method of tying shall be such as to rigidly support the staked plant against damage caused by wind action or other effects. Trees larger than one inch and smaller than one and one-half inch caliper shall be staked with a two-inch stake, set at least 24 inches in the ground and extending to the crown of the plant. The plant shall be firmly fastened to the stake with two strands of 14 gauge soft wire, enclosed in rubber hose, or other approved covering. The wire shall then be nailed or stapled to the stake to prevent slippage.

2. Medium Trees: All trees, other than palm trees, larger than one and one-half inch caliper and smaller than two and one-half inch caliper shall be staked with two or more, two-inch by two-inch stakes, eight feet long, set two feet in the ground. The tree shall be midway between the stakes and held firmly in place by two strands of 12-gauge wire, applied as specified above for single stakes. The wires shall be tightened and kept tight by twisting.

3. Large Trees: All trees, other than palm trees, larger than two and one-half inch caliper, shall be braced with three or more two-inch by four-inch wood braces, toenailed to cleats which are securely banded at two pints to the palm, at a point at least six feet above the ground. The trunk shall be padded with five layers of burlap under the cleats. Braces shall be approximately equidistantly spaced and secured underground with two-inch by four-inch by 24-inch stake pads. In firm rock soils, Number 4 steel reinforcing rods or one-half inch pipe is acceptable.

4. Palm Trees: Palm trees shall be braced with three or more two-inch by four-inch wood braces, toenailed to cleats which are securely banded at two points to the

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palm, at a point at least six feet above the ground. The trunk shall be padded with five layers of burlap under the cleats. Braces shall be approximately equidistantly spaced and secured underground with two-inch by four-inch by 24-inch stake pads. In firm rock soils, Number 4 steel reinforcing rods or one-half inch pipe is acceptable.

G. Pruning: All broken or damaged roots shall be cut off smoothly, and the tops of all trees shall be pruned in a manner complying with standard horticultural practice. At the time pruning is completed, all remaining wood shall be alive. All cut surfaces of one inch or more in diameter, above the ground, shall be treated with an approved commercial tree paint.

H. Maintenance: Maintenance shall begin immediately after each plant is planted and shall continue until all work under this Contract has been completed and accepted by the CITY. Plants shall be watered, mulched, weeded, pruned, sprayed, fertilized, cultivated and otherwise maintained and protected. Settled plants shall be reset to proper grade position, planting saucer restored and dead material removed. Guys shall be tightened and repaired.

I. Defective work shall be corrected as soon as possible after it becomes apparent. Upon completion of planting, the CONTRACTOR shall remove excess soil and debris, and repair any damage to structures, etc., resulting from planting operations.

3.03 GRAVEL BEDS

A. Clean, grade and place geotextile prior to placing gravel in gravel beds.

- END OF SECTION -

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 02507

PRIME AND TACK COATS

Part 1 - GENERAL

1.01 WORK INCLUDED

A. The work specified in this section consists of an application of bituminous material on previously prepared base in accordance with these specifications and in conformity with the line, grades, dimensions and notes shown on the Drawings.
B. Tack coat will be required prior to overlaying existing pavement.

1.02 RELATED WORK

A. Section 02510 - Asphaltic Concrete Pavement

Part 2 - PRODUCTS

2.01 MATERIALS

A. Prime Coat: Unless otherwise indicated, the material used for the prime coat shall be cut back asphalt, Grade RC-70 or RC-250 and shall conform with the requirements specified in AASHTO Designated M 81-75 (1982). Unless otherwise indicated, the use of either RC-70 or RC-250 shall be at the CONTRACTOR'S option.
B. Tack Coat: The material used for the tack coat shall be emulsified asphalt, Grade RS-2 and shall conform with the requirements specified in AASHTO Designation M 140-82.

2.02 EQUIPMENT

A. The pressure distributor used for placing the tack or prime coat shall be equipped with pneumatic tires having sufficient width of rubber in contact with the road surface to avoid breaking the bond of or forming a rut in the surface. The distance between the centers of openings of the outside nozzles of the spray bar shall be equal to width of the application required, within an allowable variation of 2-inches. The outside nozzle at each end of the spray bar shall have an area of opening of not less than 25 percent, nor more than 75 percent in excess of other nozzles which shall have uniform openings.
When the application covers less than the full width, the normal opening of the end nozzle at the junction line may remain the same as those of the interior nozzle.

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SECTION 02507

PRIME AND TACK COATS

Part 4 - EXECUTION

4.01 PREPARATION

A. Before applying any bituminous material, all loose material, dust, dirt, and foreign material, which might prevent proper bond with the existing surface, shall be removed. Particular care shall be taken to clean the outer edges of the strip to be treated in order to insure that the prime or tack coat will adhere.
B. When the prime or tack coat is applied adjacent to curb and gutter, or another concrete surface (except where they are to be covered with a bituminous wearing coarse) such concrete surfaces shall be protected by heavy paper or other protective material while the primer or tack coat is being applied. Any bituminous material deposited on such concrete surfaces shall be removed immediately.

4.02 WEATHER LIMITATIONS

A. No bituminous material shall be applied when the air temperature is less than 50 degrees Fahrenheit in the shade, or when the weather conditions or the condition of the existing surface is unsuitable. In no case shall bituminous material be applied while rain is falling or when there is water on the surface to be covered.

4.03 APPLICATION OF PRIME COAT

A. After the base has been finished the full width of surface shall be swept with a power broom supplemented with hand brooms and mechanical blowers prior to the application of prime coat. Care shall be taken to remove all loose dust, dirt and objectionable matter. If deemed necessary, the base shall be lightly sprinkled with water immediately in advance of the prime coat. The prime coat shall be applied to the full width of the base.
B. The temperature of the prime material shall be such as to insure uniform distribution. The material shall be applied with a pressure distributor as specified above. The amount to be applied shall be sufficient to coat the surface thoroughly and uniformly without any excess to form pools or to flow off the base. For limerock base, the rate of application shall not be less than 0.10 gallons per square yard; for shell base, the rate of application shall not less than 0.15 gallons per square yard.
C. If the roadway is to be opened for use following the application of the prime material, a light uniform application of clean sand shall be applied and rolled. The sand shall be nonplastic, shall be free from slit and rock particles and shall

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not contain any sticks, vegetation, grass roots, or organic matter. After the sand covering has been applied, the surface may be opened to traffic.

4.04 APPLICATION OF TACK COAT

A. In general, a tack coat will not be used on primed bases except in areas which have become excessively dirty and cannot be cleaned or where the prime has cured and lost all of its bonding effect.
B. No tack coat shall be applied until the primed base or leveling course has been cleaned and is free from sand, dust or other objectionable material.
C. The tack coat shall be applied with a pressure distributor as specified above. It shall be heated to a suitable consistency and applied in a thin uniform layer at the rate of between .02 gallons and .08 gallons per square yard.
D. The tack coat shall be applied sufficiently in advance of the laying of the wearing surface to permit drying, but shall not be applied so far in advance or over such an area as to lose its adhesiveness as a result of being covered with dust or other foreign material. Suitable precautions shall be taken by the CONTRACTOR to protect the surface while the tack coat is drying and until the wearing surface is applied.

- END OF SECTION -

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SECTION 02507

PRIME AND TACK COATS

Part 1 - GENERAL

1.01 WORK INCLUDED

A. The work specified in this section consists of an application of bituminous material on previously prepared base in accordance with these specifications and in conformity with the line, grades, dimensions and notes shown on the Drawings.
B. Tack coat will be required prior to overlaying existing pavement.

1.02 RELATED WORK

A. Section 02510 - Asphaltic Concrete Pavement

Part 2 - PRODUCTS

2.01 MATERIALS

A. Prime Coat: Unless otherwise indicated, the material used for the prime coat shall be cut back asphalt, Grade RC-70 or RC-250 and shall conform with the requirements specified in AASHTO Designated M 81-75 (1982). Unless otherwise indicated, the use of either RC-70 or RC-250 shall be at the CONTRACTOR'S option.
B. Tack Coat: The material used for the tack coat shall be emulsified asphalt, Grade RS-2 and shall conform with the requirements specified in AASHTO Designation M 140-82.

2.02 EQUIPMENT

A. The pressure distributor used for placing the tack or prime coat shall be equipped with pneumatic tires having sufficient width of rubber in contact with the road surface to avoid breaking the bond of or forming a rut in the surface. The distance between the centers of openings of the outside nozzles of the spray bar shall be equal to width of the application required, within an allowable variation of 2-inches. The outside nozzle at each end of the spray bar shall have an area of opening of not less than 25 percent, nor more than 75 percent in excess of other nozzles which shall have uniform openings.
When the application covers less than the full width, the normal opening of the end nozzle at the junction line may remain the same as those of the interior nozzle.

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SECTION 02507

PRIME AND TACK COATS

Part 4 - EXECUTION

4.01 PREPARATION

A. Before applying any bituminous material, all loose material, dust, dirt, and foreign material, which might prevent proper bond with the existing surface, shall be removed. Particular care shall be taken to clean the outer edges of the strip to be treated in order to insure that the prime or tack coat will adhere.

B. When the prime or tack coat is applied adjacent to curb and gutter, or another concrete surface (except where they are to be covered with a bituminous wearing coarse) such concrete surfaces shall be protected by heavy paper or other protective material while the primer or tack coat is being applied. Any bituminous material deposited on such concrete surfaces shall be removed immediately.

4.02 WEATHER LIMITATIONS

A. No bituminous material shall be applied when the air temperature is less than 50 degrees Fahrenheit in the shade, or when the weather conditions or the condition of the existing surface is unsuitable. In no case shall bituminous material be applied while rain is falling or when there is water on the surface to be covered.

4.03 APPLICATION OF PRIME COAT

A. After the base has been finished the full width of surface shall be swept with a power broom supplemented with hand brooms and mechanical blowers prior to the application of prime coat. Care shall be taken to remove all loose dust, dirt and objectionable matter. If deemed necessary, the base shall be lightly sprinkled with water immediately in advance of the prime coat. The prime coat shall be applied to the full width of the base.

B. The temperature of the prime material shall be such as to insure uniform distribution. The material shall be applied with a pressure distributor as specified above. The amount to be applied shall be sufficient to coat the surface thoroughly and uniformly without any excess to form pools or to flow off the base. For limerock base, the rate of application shall not be less than 0.10 gallons per square yard; for shell base, the rate of application shall not less than 0.15 gallons per square yard.

C. If the roadway is to be opened for use following the application of the prime material, a light uniform application of clean sand shall be applied and rolled. The sand shall be nonplastic, shall be free from slit and rock particles and shall

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not contain any sticks, vegetation, grass roots, or organic matter. After the sand covering has been applied, the surface may be opened to traffic.

4.04 APPLICATION OF TACK COAT

A. In general, a tack coat will not be used on primed bases except in areas which have become excessively dirty and cannot be cleaned or where the prime has cured and lost all of its bonding effect.
B. No tack coat shall be applied until the primed base or leveling course has been cleaned and is free from sand, dust or other objectionable material.
C. The tack coat shall be applied with a pressure distributor as specified above. It shall be heated to a suitable consistency and applied in a thin uniform layer at the rate of between .02 gallons and .08 gallons per square yard.
D. The tack coat shall be applied sufficiently in advance of the laying of the wearing surface to permit drying, but shall not be applied so far in advance or over such an area as to lose its adhesiveness as a result of being covered with dust or other foreign material. Suitable precautions shall be taken by the CONTRACTOR to protect the surface while the tack coat is drying and until the wearing surface is applied.

- END OF SECTION -

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SECTION 02510

ASPHALTIC CONCRETE PAVEMENT

Part 1 - GENERAL

1.01 WORK INCLUDED

A. The work specified in this section consists of the construction of asphaltic concrete surface course composed of a mixture of aggregates, mineral filler and asphalt cement properly laid upon a prepared base or a newly constructed and compacted, primed and tacked roadway base course, in accordance with these specifications and in conformity with the lines, grades, thickness and typical cross section shown on the Drawings. The CONTRACTOR shall furnish asphaltic concrete surface course in the locations and to the extent indicated on the Drawings. Minimum required thickness shall be as listed below.

1. For new asphalt roadway pavement construction or reconstruction, provide asphaltic concrete structural surface course consisting of one of the following:

(a) "Superpave Asphalt Concrete" per Section 334 of FDOT Standard Specifications for Road and Bridge Construction
(b) Type S-III asphaltic concrete surface course
(c) Or as otherwise required by the roadway jurisdiction and/or as indicated on the plans.

Thickness of the asphalt course shall be one and a half (1.5") inch thick minimum, or as specified on the Drawings.

1.02 QUALITY ASSURANCE

A. Construction of asphaltic concrete surface courses shall be in accordance with the Standard Specifications for Road and Bridge Construction (current edition), of the Florida Department of Transportation, and supplements thereto, hereinafter referred to as FDOT Specifications, except as amended herein. The FDOT Specifications are hereby made a part of this contract to the extent they are applicable thereto and shall be as binding upon the CONTRACTOR as though reproduced herein.

1.03 RELATED SECTIONS

A. Section 02332 - Limerock Base.
B. Section 02507 - Prime and Tack Coats.

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SECTION 02510

ASPHALTIC CONCRETE PAVEMENT

Part 2 - PRODUCTS

2.01 MATERIALS

A. Bituminous Material: Asphalt cement, Viscosity Gard AC-20 or AC-30, shall conform to the requirements of FDOT Specifications, Section 916-1.
B. Coarse Material: Coarse aggregate, stone or slag shall conform to the requirements of FDOT Specifications, Section 901.
C. Fine Aggregate Material: Fine aggregate shall conform to the requirements of FDOT Specifications Section 902.
D. Mineral Filler: Mineral filler shall conform to the requirements of FDOT Specifications, Sections 917-1 and 917-2.

2.02 GENERAL COMPOSITIONS OF MIXTURE:

A. The bituminous mixture shall be composed of a combination of aggregate (coarse, fine, or mixture thereof), mineral filler, if required, and bituminous material. The several aggregate fractions shall be sized, uniformly graded and combined in such proportion that the resulting mixture will meet the grading and physical properties of the approved job mix formula.
B. In all cases, the job mix formula shall be within the design ranges specified in the following table.

Gradation Design Range

Sieve Size	% by Weight Passing Type S-III
¾-inch	
½-inch	100
3/8-inch	88-100
No. 4	60-90
No. 10	40-70
No. 40	20-45
No. 80	10-30
No. 200	2-6

2.03 JOB MIX FORMULA

A. No work shall be started on the specific project until the ENGINEER has approved the job mix formula.

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SECTION 02510

ASPHALTIC CONCRETE PAVEMENT

B. The job mix formula shall conform to the requirements of FDOT Specifications, Section 334. In addition, the job mix formula shall include test data showing that the material as produced meets the requirements of the following table:

Mix Type	Minimum Marshall Stability (%)	Flow (0.01 in)	Minimum VMA (%)	Air Voids (%)	Min Effective Asphalt Content (%)
SP-9.5	1,500	8 – 14	15	3 – 7	5.5

Part 3 - EXECUTION

3.01 TRANPORTATION

A. The mixture shall be transported in tight vehicles previously cleaned of all foreign material and, if necessary, each load shall be covered with a waterproof canvas cover of sufficient dimensions to protect it from weather conditions. The inside surface of the truck bodies may be thinly coated with soapy water, or a mixture of water with not more than five percent of lubricating oil, but no excess of either shall be used. After the truck bodies are coated and before any mixture is placed therein, they shall be raised so that all excess water will drain out. Kerosene, gasoline or similar products shall not be used to prevent adhesion.

3.02 LIMITATION FOR SPREADING

A. The mixture shall be spread only when the surface is properly prepared and is intact, firm, cured and dry. No mixture shall be spread when the air temperature is less than 40 degree Fahrenheit, nor when the spreading cannot be finished and compacted during the daylight hours. The temperature of the mix at the time of spreading shall not be less than 230 degree Fahrenheit.

3.03 PLACING

A. The mixture shall be placed in accordance with the requirements of FDOT Specifications, Section 330-9. The new asphalt pavement shall be placed in two lifts. The second lift shall match the elevation of the adjacent pavement.

3.04 COMPACTING

A. The mixture shall be compacted in accordance with the requirements of FDOT Specifications 330-10.

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SECTION 02510

ASPHALTIC CONCRETE PAVEMENT

3.05 JOINTS

A. Joints shall conform with the requirements of FDOT Specifications, Section 330-11.

3.06 FIELD QUALITY CONTROL

A. Surface Requirements: Depressions which may develop after initial rolling shall be remedied by loosening or removing the mixture and adding new material to bring the areas to a true surface. No skin patching shall be done. Such portions of the completed pavement which are defective in surface compaction or in composition, or that do not comply with all other requirements of these specifications, shall be taken up and replaced with suitable mixture, properly laid in accordance with these specifications and at the expense of the CONTRACTOR.
B. Surface depressions with standing water exceeding ¼" in depth will not be allowed by the City, and shall be repaired by the Contractor at no additional cost.
C. Thickness Requirements: The thickness of the compacted asphaltic concrete surface course shall be no less than that shown on the Drawings as determined by coring. Thickness testing and correction of defective work shall be as specified in FDOT Specifications, Section 330-14 and 330-15.
D. "As-Built" limerock elevations shall be signed and sealed by a registered land surveyor and submitted to the Project Engineer for approval prior to placement of asphalt. Elevation shall be taken at high and low points, midpoint, intersections and breaks in grade at intervals not to exceed 50 feet. No separate pay item is included in bid form for this work. Include limerock as-built cost in asphalt section.
E. Protection of Pavement: After the completion of the pavement, no vehicular traffic of any kind shall be permitted on the pavement until it has set sufficiently to prevent rutting or other distortion.

- END OF SECTION -

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SECTION 02526

CONCRETE PAVEMENT, CURBS AND SIDEWALKS

Part 1 - GENERAL

1.01 THE REQUIREMENT

A. Concrete pavement, curbs and sidewalk shall be constructed to the lines and grades and dimensions required for a complete installation as shown on the Drawings and specified herein.

1.02 SUBMITTALS

A. Shop drawings for reinforcing, joint material and mix designs shall be submitted for review in accordance with Section - 01300 - Submittals.

Part 2 - PRODUCTS

2.01 CONCRETE

Concrete shall be Class B, conforming to Section 03300 – Cast-in-place Concrete, Reinforcing and Formwork", unless noted or specified otherwise.

2.02 REINFORCING AND WELDED WIRE FABRIC

Joint reinforcing and welded wire fabric shall conform to Section 03300 – Cast-in-place Concrete, Reinforcing and Formwork"

2.03 JOINT SEALER FOR PAVEMENT

Joint sealer shall be a one or two part polysulfide base self leveling sealant for horizontal surfaces that has been developed for foot and vehicular traffic. The sealant shall conform to the requirements of Section 07920 - Sealants and Caulking.

2.04 PREFORMED JOINT FILLER

Preformed joint filler shall be sponge rubber and conform to the requirements of AASHTO Designated M148, Type 1.

Part 3 - EXECUTION

3.01 SUBGRADE CONDITION

A. The finished subgrade shall be maintained in a smooth, compact condition and any areas which are disturbed prior to placing of the concrete shall be restored at the CONTRACTOR'S expense. The subgrade shall be moist at the time the

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concrete is placed. Water shall be uniformly applied ahead of the paving operations as directed by the ENGINEER. If the CONTRACTOR does not maintain the subgrade in the required moist condition, a vapor barrier sheet will be required between the subgrade and the concrete.

B. The subgrade shall be accurately trimmed to the required elevation with a 1/4-inch tolerance. High areas shall be trimmed to proper elevation. Low areas may be filled with suitable material and compacted to the specified density or filled with concrete integrally with the placing of the pavement.

3.02 SETTING FORMS

The forms shall be accurately set to line and grade and such that they rest firmly, throughout their entire length, upon the compacted subgrade surface. Forms shall be joined neatly and tightly and braces to test the pressure of the concrete and the finishing operations. The alignment and grade of all forms shall be approved before and immediately prior to the placing of concrete.

3.03 MIXING CONCRETE

Concrete shall be mixed in accordance with Section 03300, "Cast-in-place Concrete, Reinforcing and Formwork".

3.04 PLACING CONCRETE

A. The concrete shall be distributed on the subgrade to such depth, that, when it is consolidated and finished, the slab thickness required by the Drawings will be obtained at all points and the surface will at no point be below the grade specified for the finished surface, after application of the allowable tolerance. The concrete shall be deposited on the subgrade in a manner which will require as little re-handling as possible.

B. Fabric reinforcement, where required, shall be placed at mid slab depth, and the fabric shall be maintained at this location during the placing and finishing operations.

C. Concrete shall be thoroughly consolidated against and along the faces of all forms, by means of hand-operated, spud-type vibrators. Vibrators shall not be permitted to come in contact with the subgrade or a side form. Vibration at any one location shall not continue so long as to produce "puddling", or the accumulation of excessive grout on the surface. In no case shall the vibrator be operated longer than 15 seconds in any one location.

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SECTION 02526

CONCRETE PAVEMENT, CURBS AND SIDEWALKS

3.05 STRIKING-OFF, CONSOLIDATING AND FINISHING CONCRETE

Immediately after the placing, the concrete shall be struck off, consolidated and finished, to produce a finished pavement conforming to the cross section, width and surface. Sequence of operations shall be as follows: strike-off; vibratory consolidation; screeding; floating; removal of laitance; straight-edging; and final surface finish.

3.06 STRAIGHTEDGING AND SURFACE CORRECTIONS

After floating has been completed and the excess water removed, but while the concrete is still in a plastic state, the surface of the concrete shall be tested for trueness with an accurate 10 foot straightedge. The straightedge shall be furnished by the CONTRACTOR. The straightedge shall be held in successive positions parallel to the road center line, in contact with the surface, and the whole area tested from one side of the slab to the other as necessary. Any depressions shall be immediately filled with freshly mixed concrete and struck-off; consolidated and refinished. High areas shall be cut down and re-finished. Straight-edge testing and surface correction shall continue until the entire surface appears to conform to the required grade and cross section.

3.07 FINAL FINISH

As soon as the water sheen has disappeared from the surface of the pavement and just before the concrete becomes non plastic, a light broom finish shall be given to the surface.

3.08 EDGING

A. After the final finish has been applied, but before the concrete has become non plastic, the edges of the pavement along each side of the strip being placed, on each side of construction joints and along any structure extending into the pavement, shall be carefully rounded to a 1/4 inch radius except as otherwise indicated. A well-defined and continuous radius shall be produced and a smoother, dense mortar finish obtained. All concrete shall be completely removed from the top of the joint filler.

B. All joints shall be checked with a straightedge before the concrete has become non plastic and, if one side of the joint is higher than the other or the entire joint is higher or lower than the adjacent slabs, corrections shall be made as necessary.

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3.09 JOINTS

A. Construction Joints

Construction joints shall be located as shown on the Drawings and/or as directed by the ENGINEER.

B. Expansion Joints Around Structures

Expansion joints shall be formed by placing pre-molded expansion joint material about all structures and features projecting through, into or against the pavement. Unless otherwise indicated, such joints shall be ½-inch in width.

C. Transverse Expansion Joints

Open type transverse expansion joints shall be provided at all sidewalk returns and at 50 feet intervals and wherever indicated on the Drawings. Open type joints shall be formed by staking a ¼-inch thick metal bulkhead in place and placing concrete on both sides. After the concrete has set sufficiently to preserve the width and shape of the joint, the bulkhead shall be removed. After the sidewalk has been finished over the joint, the slot shall be opened and edged with a tool having a ½-inch radius. Transverse expansion joints shall be cleaned and filled with joint filler strips ¼-inch thick conforming to the requirements of AASHTO M-153.

D. Scored Joints

Scored joints shall be either formed or sawed at 5 foot intervals and shall extend to a depth of at least one fourth of the sidewalk slab thickness.

3.10 CURING

A. After the finishing operations have been completed and as soon as the concrete has hardened sufficiently that marring of the surface will not occur, the entire surface and the edges of the newly placed concrete shall be covered and cured with membrane curing compound.
B. Curing compound shall be uniformly applied to the surfaces to be cured, in a single coat, continuous film, at the rate of one gallon to not more than 200 square feet, by a mechanical sprayer.
C. Curing compound shall not be applied during periods of rainfall. Curing compound shall not be applied to the inside faces of joints to be sealed. Should the film become damaged from any cause within the required curing

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period, the damaged portions shall be repaired immediately with additional compound. Upon removal of side forms, the sides of the slabs exposed shall immediately be coated to provide a curing treatment equal to that provided for the surface.

3.11 CURB AND SIDEWALK CONSTRUCTION

A. The concrete curbs and sidewalks shall be constructed on a prepared smooth subgrade of uniform density. Large boulders and other obstructions shall be removed to a minimum depth of 6 inches below the finished subgrade elevation and the space shall be backfilled with sand, base course material or other suitable material which shall be thoroughly compacted by rolling or tamping. The CONTRACTOR shall furnish a template and shall thoroughly check the subgrade prior to depositing concrete.

B. Concrete for curbs, and sidewalks shall be formed, mixed, placed and finished in conformance with the requirements of Division 3, except as modified herein. Concrete shall be cured with a clear membrane curing compound which shall be applied at a uniform rate of one gallon per 200 square feet in accordance with the requirements specified herein. Sidewalks shall be given a light broom finish.

3.12 CURBS

A. Curbs shall be constructed in uniform sections ten feet in length except where shorter sections are necessary for closures or arcs. The sections shall be separated by sheet metal templates set perpendicular to the face and tip of the curve and not less than 2 inches longer than the depth of the curb. The templates shall be held firmly during the placing of the concrete and shall be allowed to remain in place until the concrete has set sufficiently to hold its shape, but shall be removed while the forms are still in place.

B. After the concrete has sufficiently set for a minimum of 12 hours, the CONTRACTOR shall remove the forms and backfill the spaces on each side. The earth shall be compacted in satisfactory manner without damage to the concrete Work. Minor defects shall be filled with a mortar composed of one part Portland cement and two parts fine aggregate.

3.13 PAVEMENT CURB AND SIDEWALK REPAIR

A. All damage to pavement, curb or sidewalk as a result of work under this Contract shall be repaired in a manner satisfactory to the ENGINEER and at no additional cost to the OWNER. The repair shall include all work as specified herein.

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B. The width of all repairs shall extend at least 12 inches beyond the limit of the damage. The edge of the pavement curb or sidewalk to be left in place shall be cut to a true edge with a saw or other approved method so as to provide a clean edge to abut the repair. The line of the repair shall be reasonably uniform with no unnecessary irregularities.

- END OF SECTION -

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SECTION 02580

PAVEMENT MARKINGS

Part 1 - GENERAL

1.01 REQUIREMENT

A. This section consists of striping pavement and parking stall wheel stops as indicated on the Drawings, specified herein and as required for a complete installation.

1.02 SUBMITTALS

A. The CONTRACTOR shall submit shop drawings and other information to the ENGINEER for review in accordance with Section 01300, "Submittals".

1.03 QUALITY CONTROL

A. The phrase "DOT Specifications" shall refer to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The DOT Specifications, are referred to herein and are hereby made a part of this Contract to the extent of such references, and shall be as binding upon the Contract as though reproduced herein in their entirety.
"BCTED" shall refer to Broward County Traffic Engineering Division.

Part 2 - PRODUCTS

2.01 PAVEMENT MARKINGS

A. Temporary Pavement Markings shall be painted in accordance with Sections 710 and 971 of FDOT Standard Specifications for Road and Bridge Construction, and shall be installed immediately following the construction of new asphalt pavement.
B. Permanent Pavement Markings shall be thermoplastic in accordance with Sections 711 and 971 of FDOT Standard Specifications for Road and Bridge Construction, and shall not be installed until after new asphalt has undergone a 30-day curing period.

Part 3 - EXECUTION

3.01 PAVEMENT MARKING

A. The surface which is to be painted shall be cleaned, by compressed air or other effective means, immediately before the start of painting, and shall be clean and dry when the paint is applied. Any vegetation or soil shall be removed from the pavement before edge striping is begun.

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SECTION 02580

PAVEMENT MARKINGS

B. The traffic stripe shall be of the specified width, with clean, true edges and without sharp breaks in the alignment. A uniform coating of paint shall be obtained and the finished stripe shall contain no light spots or paint skips. Any stripes which do not have a uniform, satisfactory appearance, both day and night, shall be corrected.

C. All newly painted stripes, including edge stripes, shall be protected until the paint is sufficiently dry to permit vehicles to cross the stripe without damage from the tires. While the center line stripes are being painted, all traffic shall be rouged away from the painting operations and the newly painted stripe. When necessary, a pilot car shall be used to protect the painting operations from traffic interference.

D. Any portions of the stripes damaged by passing traffic or from other cause shall be repainted at the CONTRACTOR's expense.

1. Thermoplastic Traffic Stripes and Markings: Thermoplastic pavement markings, including stripes, pavement messages, stop bars, directional arrows, reflective pavement markers and other miscellaneous items, will be replaced to match preconstruction conditions.. The thermoplastic compound shall be as specified in Section 711 of the D.O.T. Specifications. The thermoplastic compound shall be extruded or sprayed onto the pavement surface in a molten state by mechanical means, with surface application of glass spheres, when required, and upon cooling to ambient pavement temperature shall produce an adherent pavement marking of specified thickness and width and capable of resisting deformation.

E. The portion of the pavement surface or thermoplastic marking to which the marker is attached by the adhesive shall be cleaned of dirt, curing compound, grease, oil, moisture, loose or unsound pavement and any other material which would adversely affect the adhesive. Reflective markers shall be installed in such a manner that the reflective face of the marker is perpendicular to a line parallel to the roadway centerline. No markers shall be installed over longitudinal or transverse joints of the pavement surface. The adhesive shall be spread on the bonding surface (not the marker) so that 100 percent of the bonding area of the marker will be covered.

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SECTION 02580

PAVEMENT MARKINGS

The adhesive application shall be of sufficient thickness so that when the marker is pressed into the adhesive, excess adhesive shall be forced out around the entire perimeter of the marker. All excessive adhesive shall be removed from in front of the reflective faces, If any adhesive or foreign matter adheres to the reflective face of the marker, the marker shall be replaced. The ENGINEER shall determine the minimum time necessary to cure the adhesive for sufficient set to bear traffic.

- END OF SECTION -

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SECTION 02581

TRAFFIC SIGNS

Part 1 - GENERAL

1.01 REQUIREMENT

A. This section consists of traffic signs as indicated on the Drawings, specified herein and as required for a complete installation.

1.02 SUBMITTALS

A. The CONTRACTOR shall submit shop drawings and other information to the ENGINEER for review in accordance with Section 01300, "Submittals".

1.03 CERTIFICATION

The CONTRACTOR shall furnish the manufacturer's certification that all signs furnished conform to these specifications and shall replace or repair at its expense all signs that fail to meet this requirement.

1.04 QUALITY CONTROL

A. The phrase "DOT Specifications" shall refer to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The DOT Specifications, are referred to herein and are hereby made a part of this Contract to the extent of such references, and shall be as binding upon the Contract as though reproduced herein in their entirety.
"BCTED" shall refer to Broward County Traffic Engineering Division.

Part 2 - PRODUCTS

2.01 TRAFFIC SIGNS

A. General: Traffic regulating signs shall conform to the colors, dimensions and requirements of the Manual on Uniform Traffic Control Devices (ANSI) and displaying the lettering and symbols indicated on the Drawings.
B. Sign Panels and Support Members: Sign panels and support members shall conform to Aluminum Association Alloy 6061-T6.
C. Sign Posts: Sign posts installed east of U.S. 1 shall be hot dipped galvanized steel or aluminum.

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SECTION 02581

TRAFFIC SIGNS

D. Bolts: Bolts shall conform to Aluminum Association Alloy 2024-T4 with an anodic coating 0.0002-inches thick minimum and chromate sealed.
E. Nuts: Nuts shall conform to Aluminum Association Alloy 6269-T9.
F. Reflective Sheeting: Reflective sheeting shall conform to DOT Type A requirements.
G. Construction Warning Signs: The CONTRACTOR shall install traffic and warning signs during construction in accordance with OSHA, DOT and Broward County Public Works requirements.

- END OF SECTION -

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SECTION 02582

RAISED RETRO-REFLECTIVE PAVEMENT
MARKERS AND BITUMINOUS ADHESIVE

Part 1 - DESCRIPTION

Place raised retroreflective pavement markers (RPMs) and adhesive, which upon installation produces a positive guidance system to supplement other reflective pavement markings.

Part 2 - MATERIALS

1) Use only Class B markers unless otherwise shown in the Plans.
2) Meet the requirements of Section 970, "Product Acceptance on the Project", of the Florida Department of Transportation's (FDOT) Standard Specifications for Road and Bridge Construction. Use only reflective pavement markers and bituminous adhesive that are listed on FDOT's Qualified Products List (QPL). Provide to the Engineer a manufacturer's certification conforming to the requirements of Section 6, which confirms that each product meets the requirements of this Section.

Part 3 - EQUIPMENT

Use equipment having either thermostatically controlled double boiler type units utilizing heat transfer oil or thermostatically controlled electric heating pots to install hot applied bituminous adhesive. Do not use direct flame melting units with flexible adhesives; however, this type of unit may be used with standard adhesive in accordance with manufacturer's recommendations. Use a melter/applicator unit suited for both melting and pumping the adhesive through heated applicator hoses.

Heat the adhesive to between 375°F and 425ºF and apply directly to the bonding surface from the melter/applicator by either pumping or pouring. Maintain the application temperature between 375°F and 425ºF. The adhesive may be reheated. However, do not exceed the manufacturer's recommendations for pot life at application temperatures.

Part 4 - APPLICATION

Apply RPMs to the bonding surface using bituminous adhesives only. The Engineer will conduct field testing in accordance with FM 5-566. Correct RPMs not applied in accordance with these requirements at no cost to the City.

Prior to application of adhesive, clean the portion of the bonding surface of any material which would adversely affect the adhesive.

Apply the adhesive to the bonding surface (not the marker) so that 100% of the bonding area of the marker will be covered, in accordance with adhesive manufacturer's recommendations. Apply sufficient adhesive to ensure, that when the marker is pressed downward into the adhesive, adhesive will be forced out around the entire perimeter of the marker.

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SECTION 02582

RAISED RETRO-REFLECTIVE PAVEMENT
MARKERS AND BITUMINOUS ADHESIVE

Immediately remove excess adhesive from the bonding surface and exposed surfaces of the RPMs. Soft rags moistened with mineral spirits meeting Federal Specifications TT-T-291 or kerosene may be used to remove adhesive from exposed faces of the RPMs. Do not use any other solvent. If any adhesive, pavement marking materials or other foreign matter adheres to the reflective face of the marker, replace the marker at no cost to the City.

Install RPMs with the reflective face of the RPM perpendicular to a line parallel to the roadway centerline.

Ensure that all final RPMs are in place prior to opening the road to traffic.
If more than 2% of the RPMs fail in adhesion or alignment within the first 45 days under traffic, replace all failed markers at no expense to the City. If more than 5% of the markers fail in adhesion and or alignment during the initial 45 day period, the Engineer will extend the replacement period an additional 45 days from the date that all replacement markers have been installed. If, at the end of the additional 45 day period, more than 2% of all markers (initial installation and 45 day replacements combined) fail in adhesion or alignment, replace all failed markers at no expense to the City.

CONTRACTOR'S RESPONSIBILITY FOR NOTIFICATION.

Notify the Engineer prior to the placement of RPMs. At the time of notification, indicate the manufacturer and the LOT numbers of RPMs and bituminous adhesive that are intended for use. Verify that the approved LOT numbers appear on the material packages. Furnish a test report to the Engineer certifying that the materials meet all requirements specified.

METHOD OF MEASUREMENT

The quantities to be paid for will be the number of RPMs, furnished and installed, completed and accepted.

- END OF SECTION -

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SECTION 02750 - WASTEWATER FLOW CONTROL

PART 1 -- GENERAL

1.01 SCOPE OF WORK

A. The work specified in this Section includes all labor, materials, accessories, equipment and tools for performing all operations required to bypass pump sewage around a manhole or sewer section in which work is to be performed. The CONTRACTOR shall be prepared to bypass pump sewage as a part of his operations.

B. The work specified in this Section also includes all labor, materials, accessories, equipment and tools for performing all operations required to bypass pump sewage around a section of force main or gravity sewer in which work is to be performed, or around a manhole into which a force main or gravity sewer discharges if work is to be performed at the manhole. The CONTRACTOR shall be prepared to bypass pump sewage as a part of his operations.

C. The CONTRACTOR shall provide all pumps, piping, and other equipment to accomplish this task; perform all construction; obtain all permits; pay all costs; and perform complete restoration of all existing facilities to equal or better condition to the satisfaction of the CITY.

1.02 GENERAL

A. When sewer line flows at the upstream manhole of the line being repaired or replaced are above the maximum allowable requirements for television survey, or do not allow the proper sewer or manhole repair / replacement, the flows shall be reduced to the levels indicated by one of the following methods: manual operation of pumping stations by CITY forces, by the CONTRACTOR plugging / blocking of the flows, or by the CONTRACTOR pumping / bypassing of the flows as acceptable to the CITY.

B. In some applications, the wastewater flow may be plugged and contained within the capacity of the collection system. This shall only be done when it has been determined the system can accommodate the surcharging without any adverse impact.

C. For the initial television survey, before and after any repair / replacement with the exception of joint testing and sealing, the sewer line shall be blocked completely. No flow, except infiltration/inflow, will be allowed through the respective sewer line being televised on the television survey.

D. For all other television surveys, including warranty surveys and joint testing and sealing operations, the depth of flow within the sewer shall not exceed that shown below for the respective pipe sizes as measured in the manhole.

1 Maximum Depth of Flow – Warranty Television Survey

6" - 10" Pipe	20% of pipe diameter
12" - 24" Pipe	25% of pipe diameter

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Above 24" Pipe..... 30% of pipe diameter

2 Maximum Depth of Flow – Joint Testing/Sealing

6" - 12" Pipe..... 25% of pipe diameter

15" - 24" Pipe..... 30% of pipe diameter

Above 24" Pipe..... 35% of pipe diameter

E. When sewer line flows at the upstream manhole of the line being repaired or replaced, in the opinion of the CITY, are too excessive to plug while the rehabilitation is being performed, the CONTRACTOR shall submit a written plan and pump/bypass the flow as acceptable to the CITY.

F. When flows of sewage through a force main being repaired, or discharging by gravity or force main to a manhole being repaired or replaced, are in the opinion of the CITY too excessive to plug or stop while the rehabilitation is being performed, the CONTRACTOR shall submit a written plan and pump/bypass the flow as acceptable to the CITY.

1.03 SUBMITTALS

A. The CONTRACTOR shall submit complete, detailed plans for this aspect of the work to the CITY for review.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION

3.01 PLUGGING AND BLOCKING

A. A sewer line plug shall be inserted into the line at a manhole upstream from the section being surveyed, repaired or replaced. The plug shall be so designed that all or any portion of the operation flows can be released. During the survey portion of the operation, flows shall be shut off or reduced to within the maximum flow limits specified. During repairs or replacement, the flows shall be shut off or pumped / bypassed, as acceptable to the CITY. After the work tasks have been completed, flows shall be restored to normal.

3.02 PUMPING AND BYPASSING

A. When pumping/bypassing is required, as determined by the CITY, the CONTRACTOR will supply the necessary pumps, conduits and other equipment to divert the flow of sewage around the manhole section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flows plus additional flow that may occur during periods of rain storms. The CONTRACTOR will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. A "setup" consists of the necessary pumps, conduits and other equipment to divert the flow of sewage around a manhole section, from the start to finish of work performed in the manhole section.

B. Pumps and equipment shall be continuously monitored by a maintenance person capable of starting, stopping, refueling and maintaining these pumps during the rehabilitation. If

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pumping is required on a 24-hour basis, engines shall be equipped in a manner to keep noise to a minimum.

C. In the case of bypassing force main/gravity sewer flows, whether such flows normally discharge into a manhole being repaired/replaced or pass through a force main/gravity sewer being repaired/replaced, bypass shall be accomplished by one of two methods.

1. In the absence of surface conditions that prevent temporary bypass piping, the force main/gravity sewer shall be accessed by excavation and temporary piping shall be installed to bypass the repair/replacement in a manner acceptable to the CITY. In general, for manhole repairs/replacement, the CONTRACTOR shall excavate to the force main outside the manhole, cut the force main, attach bypass piping, and bypass flow to the next downstream manhole. For force main repairs, the CONTRACTOR shall excavate to the force main on each side of the repair, cut the force main on each side of the repair, attach bypass piping on each side of the repair, and bypass flow around the repair. Upon the conclusion of bypass activities and repair work, the CONTRACTOR shall install closure pieces to permanently rejoin and restore the force main to full function.

2. Where surface conditions prevent the use of temporary bypass piping, and where the CITY cannot accomplish the bypass operations in-house, the CITY shall shut down the associated lift station and the CONTRACTOR shall pump from the wet well into tanker trucks for transport to a designated location. The number of tanker trucks deemed necessary for this operation shall be agreed to in advance by the CITY.

3.03 FLOW CONTROL PRECAUTIONS

A. Surcharging Sewers. Where the raw sewage flow is blocked or plugged, sufficient precautions must be taken to protect the public health. No septic conditions shall be allowed due to CONTRACTOR's operations. The sewer lines shall also be protected from damage. The following occurrences shall not be allowed:

1. No sewage shall be allowed to back up into any homes or buildings.

2. No sewage shall overflow any manholes, cleanouts or any other access to the sewers.

3. Users upstream of the repair area shall be able to use all their water and sewer utilities without interruption.

B. If any of the above unallowable conditions occur or are expected to occur, the CONTRACTOR shall bypass pump to alleviate one or all of the conditions. Additionally, the CONTRACTOR is required to observe the conditions upstream of the plug and be prepared to immediately start bypass pumping, if needed. It is CONTRACTOR's responsibility to pay for all damage claims.

C. Pumps. Any sump pumps, bypass pumps, trash pumps or any other type pump which pulls sewage/water or any type of material out of the manhole or sewer shall discharge this material into another manhole, or appropriate vehicle or container acceptable to the CITY.

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Under no circumstances shall this material be discharged, stored or deposited on the ground, swale, road or open environment.

D. Traffic Control. The CONTRACTOR shall take appropriate steps to ensure that all pumps, piping and hoses that carry raw sewage are protected from traffic. Traffic control shall be performed in accordance with Section 01570 - Traffic Regulation and Maintenance of Traffic.

E. Sewage Spills. In the event, during any form of "Sewage Flow Control", that raw sewage is spilled, discharged, leaked or otherwise deposited in the open environment, due to the CONTRACTOR's work, the CONTRACTOR is responsible for any clean up of solids and disinfection of the area affected. This work will be performed at the CONTRACTOR's expense with no additional cost to the CITY. The CONTRACTOR is also responsible for notifying the sewer system maintenance personnel and complying with any and all regulatory requirements in regards to the size spill with no additional cost to the CITY.

- END OF SECTION -

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SECTION 02751 - PREPARATORY CLEANING AND ROOT REMOVAL

PART 1 -- GENERAL

1.01 SCOPE

A. This Section covers the preparatory cleaning of sewer lines and manholes as needed prior to the internal survey of the sewer lines by closed-circuit television. It also covers the preparatory cleaning and root removal of sewer lines and the cleaning of manholes prior to rehabilitation. The CONTRACTOR shall furnish all necessary material, labor, equipment and services required for cleaning the specific sewer lines.

1.02 GENERAL

A. Sewer Line Cleaning. The intent of sewer line cleaning is to remove foreign materials from the lines and restore the sewer to a minimum of 95% of the original carrying capacity or as required for proper seating of internal pipe joint sealing packers or performance of other specified work. It is recognized that there are some conditions such as broken pipe and major blockages that prevent cleaning from being accomplished or where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the CONTRACTOR will not be required to clean those specific sewer sections. If, in the course of normal cleaning operations, damage does result from preexisting and unforeseen conditions such as broken pipe, the CONTRACTOR will not be held responsible.

B. Manhole Cleaning General. All concrete and masonry surfaces must be cleaned prior to repair. Grease, laitance, loose bricks, mortar, unsound concrete, and other materials must be completely removed. Water blasting (minimum 1,200 psi) utilizing proper nozzles shall be the primary method of cleaning; however, other methods such as wet or dry sandblasting, acid wash, concrete cleaners, degreasers or mechanical means may be required to properly clean the surface. Surfaces on which these methods are used shall be thoroughly rinsed, scrubbed, and neutralized to remove cleaning agents and their reactant products.

1.03 HYDRAULIC CLEANING EQUIPMENT

A. Hydraulically Propelled Equipment. The equipment used shall be of a movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the sewer. The movable dam shall be equal in diameter to the pipe being cleaned and shall provide a flexible scraper around the outer periphery to insure removal of grease. If sewer cleaning balls or other equipment which cannot be collapsed is used, special precautions to prevent flooding of the sewers and public or private property shall be taken.

B. High-Velocity Jet (Hydrocleaning) Equipment. All high-velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more high-velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned. Equipment shall also include a high-velocity gun for washing and scouring manhole walls and floor. The gun

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shall be capable of producing flows from a fine spray to a solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel.

C. Mechanically Powered Equipment: Bucket machines shall be in pairs with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drive that could cause damage to the pipe will not be allowed. A power rodding machine shall be either a sectional or continuous rod type capable of holding a minimum of 750 feet of rod. The rod shall be specifically heat-treated steel. To insure safe operation, the machine shall be fully enclosed and have an automatic safety clutch or relief valve.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION

3.01 GENERAL

A. The designated sewer sections shall be cleaned using hydraulically propelled, high-velocity jet, or mechanically powered equipment. The equipment shall dislodge, transport and remove all sludge, mud, sand, gravel, rocks, bricks, grease, roots, sticks, and all other debris from the interior of the sewer pipe and manholes. The equipment and methods selected shall be based on the conditions of lines and manholes at the time the work commences and shall be satisfactory to the OWNER. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. If, again, successful cleaning cannot be performed or the equipment fails to traverse the entire manhole section, the cleaning effort shall be stopped and sufficient inspection performed so that the OWNER can be notified of the reason for inability to continue.

3.02 CLEANING PRECAUTIONS

A. During all cleaning and preparation operations all necessary precautions shall be taken to protect the sewer from damage. During these operations, precautions shall also be taken to insure that no damage is caused to public or private property adjacent to or served by the sewer or its branches.

B. Satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or tools which retard the flow in the sewer line are used, precautions shall be taken to insure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer. When possible, the flow of sewage in the sewer shall be utilized to provide the necessary pressure for hydraulic cleaning devices. When additional water from fire hydrants is necessary to avoid delay in normal work procedures, the water shall be conserved and not used unnecessarily. The CONTRACTOR shall employ operational hydrant meters to be obtained from the OWNER, and shall obtain water only from the OWNER's hydrants. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant.

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3.03 MATERIAL REMOVAL

A. All sludge, dirt, sand, rocks, grease, roots, and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section, which could cause line stoppages, accumulations of sand in wet wells, or damage pumping equipment, shall not be permitted.

B. Under no circumstances shall sludge or other debris removed during these operations be dumped or spilled into the streets, ditches, storm drains or other sanitary sewers. The CONTRACTOR shall remove from the site and properly dispose of all solids or semi-solids recovered during the cleaning operation. The CONTRACTOR shall obtain permits and make arrangements as required to properly dispose of solids.

C. The CONTRACTOR is advised that he shall not dispose of this material by legal or illegal dumping on private or public property, by sale to others, or any means other than those given above.

D. The CONTRACTOR shall keep his haul route and work area(s) neat and clean and reasonably free of odor, and shall bear all responsibility for the cleanup of any spill which occurs during the transport of cleaning/surface preparation by-products and the cleanup of any such material which is authorized by or pursuant to this Contract and in accord with applicable law and regulations. The CONTRACTOR shall immediately cleanup any such spill, or waste. If the CONTRACTOR fails to cleanup such spill, or waste immediately, the OWNER shall have the right to cleanup or arrange for its cleanup and may charge to the CONTRACTOR all costs, including administrative costs and overhead, incurred by the OWNER in connection with such cleanup. The OWNER may also charge to the CONTRACTOR any costs incurred or penalties imposed on the OWNER as a result of any spill, dump or discard. Under no circumstances is this material is to be discharged into the waterways or any place other than where authorized to do so by the appropriate authority. The term "CONTRACTOR" as used in this section shall include the CONTRACTOR's subcontractors and other Contractors.

E. The general requirements for vehicles hauling such waste materials are as follows: Transport vehicles must be of type(s) approved for this application by the political jurisdictions involved. General requirements are that the vehicles have watertight bodies, that they be properly equipped and fitted with seals and covers to prohibit material spillage or drainage, and that they be cleaned as often as is necessary to prevent deposit of material on roadways. Vehicles must be loaded within legal weight limits and operated safely within all traffic and speed regulations.

F. The routes used by the CONTRACTOR for the conveyance of this material on a regular basis shall be subject to approval by the governing authority having jurisdiction over such routes.

3.04 DISPOSAL OF MATERIALS

A. All solids or semisolids resulting from the cleaning operations shall be removed from the site and disposed of by the CONTRACTOR in a legal and sanitary manner as approved by appropriate authorities, at the CONTRACTOR's cost. Copies of records of all disposal shall

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be furnished to the OWNER, indicating disposal site, date, amount and a brief description of material disposed. All materials shall be removed from the site no less often than at the end of each workday. Under no circumstances will the CONTRACTOR be allowed to accumulate debris, etc., on the site of work beyond the stated time, except in totally enclosed containers and as acceptable to the OWNER.

3.05 ROOT REMOVAL

A. Roots shall be removed in the designated sections and manholes where root intrusion is indicated on the work order. Special attention should be exercised during the cleaning operation to assure almost complete removal of roots from the joints. Any roots which could prevent the traveling of the packer or could prevent the proper application of chemical sealants, or could prevent the proper seating and application of cured-in-place, fold-and-formed or sectional cured-in-place liners, shall be removed. Procedures may include the use of mechanical equipment such as rodding machines, bucket machines and winches using root cutters and porcupines, and equipment such as high-velocity jet cleaners.

3.06 ACCEPTANCE OF CLEANING OPERATION

A. Acceptance of sewer line cleaning shall be made upon the successful completion of the television survey and shall be to the satisfaction of the OWNER. Liner installation shall not be initiated until the OWNER has reviewed the post-cleaning television survey tapes and has accepted the cleaning. If television survey shows the cleaning to be unsatisfactory, the CONTRACTOR shall be required to reclean and reinspect the sewer line until the cleaning is shown to be satisfactory. In areas where television survey is not performed, the OWNER may require the CONTRACTOR to pull a double squeegee (with each squeegee the same diameter as the sewer) through each manhole section as evidence of adequate cleaning. If internal sealing is to follow the television survey, particular attention should be given to the adequacy of the cleaning to insure that proper seating of the sealing packer can be achieved.

B. In the event that special cleaning involving the mechanical removal of roots, grease, and/or tuberculation has been authorized, acceptance of sewer line cleaning shall be made upon the successful completion of the post-cleaning television survey and shall be to the satisfaction of the OWNER. Liner installation shall not be initiated until the OWNER has reviewed the post-cleaning television survey tapes and has accepted the cleaning.

C. In addition, on all those lines which have sags or dips, to an extent that the television camera lens becomes submerged for three (3) or more feet during the television inspection, the CONTRACTOR shall pull double squeegee and/or sponges through the line in order to remove the water from those dips or sags, or draft the water by means of high-velocity jet cleaners. Water removal shall be performed until the television camera lens will no longer be submerged. This requirement may be waived by the OWNER if the water in which the camera lens is submerged, is clear enough to allow the identification of pipe defects, cracks, holes and location of service taps.

- END OF SECTION -

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SECTION 02752

TELEVISION SURVEY

PART 1 -- GENERAL

1.01 SCOPE

A. The work consists of furnishing all labor, materials, accessories, equipment, tools, transportation, services and technical competence for performing all operations required to execute the internal closed circuit television survey to inspect the entire barrel of sewers up to 48 inches in diameter.

B. The survey shall show all defects and determine amount of infiltration entering the sewer system.

1.02 GENERAL

A. After cleaning as specified in Section 02751- Preparatory Cleaning (including special cleaning involving the mechanical removal of roots, grease, and/or tuberculation where authorized), and before and after rehabilitation work, the pipe sections shall be visually surveyed by means of closed-circuit television in the presence of the OWNER. The survey shall be performed one manhole-to-manhole section at a time and the flow in the section being surveyed shall be suitably controlled as described in Section 02750 - Wastewater Flow Control.

B. Pre- and post-construction survey video on CD-ROM shall be delivered to the OWNER on a "one line per CD-ROM" basis, accompanied with the corresponding work order, and pre- and post-TV log, for each sewer line surveyed. The video on CD-ROM shall be direct from a live video source into a video file, format MPEG1, and of good quality for viewing. Video tapes shall not be accepted.

C. The television equipment operator shall be certified under the NASSCO (National Association of Sewer Survey Companies) PACP (Pipe Line Assessment and Certification Program).

1.03 EQUIPMENT

A. The television camera used for the survey shall be one specifically designed and constructed for such survey and shall be of the pan and tilt type. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera, television monitor, and other components of the video system shall be capable of producing a minimum 700 line resolution color video picture. The CONTRACTOR shall maintain camera in clear focus at all times. Picture quality and definition shall be to the satisfaction of the OWNER; and if unsatisfactory, equipment shall be removed and replaced with adequate equipment at no additional cost to the OWNER.

B. The video camera shall include a titler feature capable of showing on the tape the following information:

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1. City and State

2. Date/Time

3. CONTRACTOR's Name

4. Line Size, Material, and Depth

5. Manhole Identification (both manholes)

6. On-going Footage Counter

1.04 SUBMITTALS

A. The CONTRACTOR shall submit shop drawings and other information in accordance with Section 01300 - Submittals. The CONTRACTOR's submittals shall include description of the software to be used and a sample of the video titles to be used, along with a sample of the television survey log to be used.

PART 2 -- PRODUCTS

All inspection information and data (including video) written to digital media (CD-ROM).

PART 3 -- EXECUTION

3.01 PRECONSTRUCTION SURVEY

A. Procedure

1. Prior to any repair work, the entire sewer line (from manhole to manhole) shall be televised. The camera shall be placed at the center of the manhole and videotaping shall commence prior to entering the pipe. The CONTRACTOR shall show the inside of the manhole walls and the pipe connection to the wall at both the upstream and downstream manhole.

2. The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper documentation of the sewer's condition. In no case shall the television camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable, powered rewinds and tractors or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If the camera is being pulled through the sewer line by a hydraulic cleaning unit hose the cleaning nozzle shall be located a minimum of eight (8) feet away from the camera to allow a clear, unobstructed view. Jet nozzle shall be used in front of camera while televising through a dip to draft out water. If, during the survey operation, the television camera will not pass through the entire manhole section, the CONTRACTOR shall set up his equipment so that the survey can be performed from the opposite manhole.

3. Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones or other suitable means of

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communication shall be set up between the two manholes of the section being surveyed to insure good communications between members of the crew.

4. Measurement for location of defects shall be above ground by means of a meter device. Marking on the cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Measurement meters shall be accurate to tenths of a foot over the length of the section being surveyed. Accuracy of the distance meter shall be checked by use of a walking meter, roll-a-tape, electronic distance meter or other suitable device. Manhole numbers and linear footage shall be shown on screen during taping.

5. Movement of the television camera shall be temporarily halted for a minimum of ten seconds at each visible point source of infiltration and/or inflow until the leakage rate from that source is quantified. The camera shall be stopped at all service connections and the service lateral shall be inspected with the pan and tilt camera. The camera shall also be stopped at active service connections where flow is discharging. If the discharge persists, the property involved shall be checked to determine whether or not the discharge is sewage. If no flows are being discharged from the building, it shall be considered that the observed flow is infiltration/inflow.

B. Field Documentation

1. Television Inspection Forms (Survey Logs). Printed and electronically stored location records shall be kept by the CONTRACTOR and will clearly show the location in relation to an adjacent manhole of each infiltration point observed during survey. Upstream footage at face of manhole (0) and downstream footage at face of manhole (e.g., 250) shall be shown on the log. The television inspection forms to be utilized by the CONTRACTOR shall be those mandated by NASSCO's PACP. Both the "Header" and "Details" information of the form shall be entered as indicated in the PACP standards. The survey logs shall include, but not be limited to the following information:

   a. Correct pipe segment/manhole numbers

   b. Correct address of manhole location

   c. Pipe size, length and material

   d. Manhole depth (up and downstream)

   e. UAZ (Utilities Analysis Zone) number

   f. Lift station service area number

   g. CD number and index

   h. Footage locations, descriptions and estimated leak rates for visible point sources of infiltration inflow

   i. Footage locations and descriptions of structural defects such as obstructions, any remaining root intrusion, offset joints, cracked pipe,

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fractured pipe, holes, collapses, sags, protruding service connections and/or blockages in the pipe.

The terminology to be used shall follow NASSCO's PACP standards. All information will be recorded and a copy of such electronic records and a hard copy will be supplied to the OWNER.

2. Photographs. Digital photographs of the television picture of problems shall be taken by the CONTRACTOR upon request of the OWNER.

3. Video Recordings. The purpose of video (CD-ROM) recording shall be to supply a visual and audio record of problem areas of the lines that may be replayed. CD-ROM recording playback shall be at the same speed that it was recorded. Slow motion or stop motion playback features shall be supplied by the CONTRACTOR. Once recorded, the CD-ROM becomes property of the OWNER. The CONTRACTOR shall have all CD-ROM and necessary playback equipment readily accessible for review by the OWNER during the Project.

The observation terminology utilized during audio narration shall be consistent with NASSCO's PACP standards. The television inspection shall be video recorded on high quality CD-W. The CD shall be clearly labeled with the lift station number and individual manhole numbers clearly listed. The CDs are to be furnished to the OWNER with a printed hard copy (Survey Logs) and electronic data inspection report.

Video CDs displaying poor video quality will be deemed unacceptable and no payments will be made until lines are retelevised and a new CD is submitted. Poor video quality refers to, but is not limited to, the following: grease or debris on the lens, camera under water, picture too dark, excessive camera speed through the line, lines improperly cleaned, poor/no audio, etc.

4. Audio. All CD-ROM shall have audio record. As a preamble, at the beginning of the CD-ROM, the CONTRACTOR shall state the following: "(Contractor's Name) is performing a pre/post TV survey for Job No. _____ (provided by the OWNER), City of Hollywood". State date, time, operator's name, area, upstream manhole number to downstream manhole number, pipe size and material, upstream manhole depth, and TV survey will be from up- to downstream, or down- to upstream. The CONTRACTOR shall verbally state station and position of all laterals and defects. At the end of each line, state: "End of line", upstream manhole number to downstream manhole number, and total linear footage.

3.02 POST CONSTRUCTION SURVEY

A. Procedure

1. The same procedures shall be used as indicated in Section 3.01 PRECONSTRUCTION SURVEY.

2. In addition, the CONTRACTOR shall stop camera at all point repairs, sectional repairs, and reinstated laterals, and inspect entire repaired pipe section.

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3. The CONTRACTOR shall invert white foreground to black as needed in the line section with light background.

4. In the case of a post-liner survey, the CONTRACTOR shall fully televise both ends of the liner at the manhole so that the fit of the liner to the host pipe can be evaluated. At the conclusion of a television survey for a given liner, the CONTRACTOR shall physically turn the camera around to film the liner end, so that the camera is facing back in the direction it just traversed, to ensure an adequate and complete picture.

5. The post-liner television survey shall be done within 2 weeks of liner installation.

B. Documentation

1. The same documentation shall be provided as indicated in Section 3.01 PRECONSTRUCTION SURVEY.

- END OF SECTION -

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SECTION 02755

LINING INSTALLATION (SEWPERCOAT)

Part 1 - GENERAL

1.01 General: This specification defines the method and material for the new manhole coating and rehabilitation of sanitary sewer structures (manholes, wet wells, lift/pump stations, large diameter concrete pipe, etc.) utilizing a spray applied calcium aluminate cementitious structural rehabilitation system. The purpose of this project is to obtain a dense and durable concrete lining that is resistant to biosulfuric acid attack and meets the strength requirements described elsewhere in this specification. The work covered in this specification consists of furnishing all labor, equipment, materials, and supervision necessary to accomplish the rehabilitation as specified. When complete the rehabilitated structure shall:

A. Provide for a uniformly smooth surface of specified thickness.
B. Minimize, if not eliminate sources of inflow/infiltration (I/I).
C. Provide a service life that is supported by documented test analysis.

1.02 Contractors Sequence of Operation

A. The Contractor's sequence of operation relative to structural rehabilitation shall include, but not be limited to the following:
B. Eliminate all sources of groundwater infiltration and voids in walls.
C. Rehabilitate all interior surfaces including walls, ceilings and floors in accordance with specification and nature of the sub-surfaces.
D. Provision to "cure" the installed lining material.
E. Provision to “test” lining and structural rehabilitation materials.

1.03 Submittals

A. The Contractor shall furnish detailed and complete data pertaining to the surfaces of the structure to be rehabilitated, the rehabilitation product, surface preparation and installation to the engineer for approval. The submission of this data shall be made in a timely manner to prevent project delay. At the request of the Engineer, the Contractor shall test for adverse chemical conditions that may hinder overall product performance.
B. Prior to initiating the work, the Contractor shall submit specific technical data with complete physical properties of the structure to be rehabilitated and the proposed product for the rehabilitation of the structure, as well as a specific plan for sub-surface preparation.
C. A certificate of "Compliance with Specifications" shall be furnished for all materials supplied.
D. A work plan shall be submitted

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E. A safety plan. It is the contractor's responsibility to comply with OSHA standards and all regulations pertaining to the work including confined space entry.

Part 2 - PRODUCTS

2.01 Materials

A. Lining material furnished under this specification shall be a prepackaged mortar mix, including all cement, aggregates, and any required additives. It is the intent of this specification that the Contractor only be required to add the proper amount of potable water so as to produce concrete suitable for spray application. Do not add portland cement, other aggregates, or any admixtures whatsoever to lining material. Typical package weights shall not be less than 50 lbs and shall be identical for all material furnished on this project.

B. The chemical composition of the cement portion as well as the aggregates of the mortar mix shall be as follows:

Al_2O_3	CaO	$FeO + Fe_2O_3$	SiO_2
39-44%	35-39%	9-14%	5-7%

C. The design properties of the mortar mix shall be as follows:

Compressive Strength (ASTM C109)	> 5,500 psi	24 hours
Flexural Strength (ASTM C293)	> 1,200 psi	24 hours
Splitting Tensile Strength (ASTM	> 800 psi	24 hours
Slant Shear test (ASTM C882)	> 1,200 psi	24 hours
Shrinkage at 28 days (ASTM C596)	< 0.08% cured @ 90% relative	
Freeze/Thaw after 300 Cycles	No visible damage after 300 cycles	

The mortar mix shall be either "SewperCoat PG" or "SewperCoat 2000HS Regular", both as manufactured by Kerneos Inc. – Chesapeake, Virginia or approved equal.

2.02 Mortar mix must have at least seven (10) years of successful performance in similar applications and be supplied by an ISO 9001 certified manufacturer. Manufacturer's ISO 9001 certificate shall be submitted to engineer and owner.

A. In addition, the mortar mix shall be designed to withstand long-term exposure to a bacterially corrosive hydrogen sulfide environment that may be expected

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to produce a pH of 1 on normal Portland cement based concrete or typical brick and mortar surfaces.

2.03 Water used in mixing shall be fresh, clean, potable water, free from injurious amounts of oil, acid, alkali, vegetable, sewage and/or organic matter. Water shall be considered as weighing 8.32 pounds per gallon.

A. Mortar mix shall be stored with adequate provisions for the prevention of absorption of moisture. It shall be stored in a manner that will permit easy access for inspection and identification of each shipment.

Part 3 - EXECUTION

3.01 Sampling and Testing

A. A recognized independent testing laboratory shall test mortar materials used on the project. The Manufacturer, instead of an independent laboratory, may test project sample specimens, provided the Owner, Engineer, and Manufacturer are in agreement of this testing method prior to project commencement. Specific materials recommended by the Engineer shall then be tested.
B. The cost of sampling and testing of the mortar mix during placement and the surface to which it is applied shall be born by the Contractor. Other testing required showing conformance with these specifications shall be the responsibility of the Contractor. Certified test reports and certificates, when so directed, shall be submitted in duplicate to the Engineer and to such other agencies or persons the Engineer may designate.
C. Any materials failing to meet the requirements of these specifications shall not be incorporated into the work plan.

3.02 Qualification of Work Crew

A. The lining material Manufacturer shall maintain a listing of competent contractors that have demonstrated requisite skill and training to be qualified applicators of their materials.
B. Prior to project commencement, the Contractor must satisfy the Engineer that all Contractor's work crew personnel have performed satisfactory work in similar capacities elsewhere for a sufficient period of time to be fully qualified to properly perform the work in accordance with the requirements of the related specifications.
C. Foreman shall have at least 4 years experience with similar work and project conditions.

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D. Nozzlemen shall be qualified by having had similar work experience.

3.03 Work Crew responsibilities prior to application of lining material shall include the following:

A. Surface preparation as discussed in section 4.1.
B. Ensure the operating air pressure is uniform and provides adequate nozzle velocity for proper compaction.
C. Continuously regulate the water content so that the applied materials consistently achieve proper compaction with a low percentage of rebound and no visible "sag".
D. Ensure that the installation equipment nozzle is held at the proper distance away from and as nearly perpendicular to the prepared sub-surface as the working conditions will permit to secure maximum material compaction with minimum rebound and no visible "sag".
E. Follow a sequence routine that will fill corners with adequately compacted material applied at a maximum practicable layer thickness.
F. Determine necessary operating procedures for placement in confined spaces, extended distances or around unusual obstructions where placement velocities and mix consistency may need to be adjusted.
G. Direct the crew as to when to start and stop the flow of materials during installation and to immediately stop all work when material is not arriving uniformly at the nozzle.
H. Ensure that slough pockets are removed and prepared for installation of replacement material.
I. Bring the installed materials to established finished elevations in a neat and timely manner and within established tolerances.
J. Applicator's job foreman shall operate the mixing/placing equipment and direct the work of mixing crew personnel. Applicator's work crew shall also maintain proper line pressures throughout the mixing/placing equipment to ensure the necessary consistent nozzle velocity. Applicator's work crew shall further see that all material fed to the nozzle is uniformly fed through this equipment.

3.04 EQUIPMENT

A. Equipment shall be of spray type and approved by the material manufacturer. Alternate equipment may be utilized provided it meets the performance requirements of the specification. All equipment must be kept in operating condition and good repair

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SECTION 02755

LINING INSTALLATION (SEWPERCOAT)

Part 4 - CONSTRUCTION METHODS

4.01 SURFACE PREPARATION

A. Ensure all sub-surfaces are clean and free of laitance, loose material, residue and all existing coating and lining materials. See Section 4.4 for Inflow and Infiltration Prevention. For detailed explanation of the required surface preparation see ACI RAP-3 "Spall Repair by Low Pressure Spraying" page 2. ACI 546R "Concrete Repair Guide", chapter 2 also provides a good reference for important considerations for repairing concrete surfaces using mortar.

B. Sub-surfaces shall be thoroughly saturated with water prior to the application of the lining materials. In no instance shall shotcrete be applied in an area where running water exists. It is the intent of this specification that the existing surface be saturated and free of any running water just prior to installation – or SSD, "saturated surface dry condition." To achieve this condition it may be necessary to presoak the sub-surface for a at least 24 hours.

4.02 OPERATIONS

A. The Contractor shall provide all equipment necessary to individually gauge, control, and monitor the actual amounts of all component materials necessary to complete the lining installation. The type of equipment and methods used to gauge, control, and monitor component materials shall be subject to approval by the Engineer and Manufacturer.

B. All lining materials shall be thoroughly mixed by mechanical means to ensure all agglomerated particles are reduced to original size or removed prior to placement into the application equipment (i.e. the hopper). Each batch of material should be entirely discharged before recharging with fresh material. Mixing equipment shall be cleaned at regular intervals to remove all adherent materials.

C. The addition of water to the mix shall be in strict accordance with the Manufacturer's recommendations.

D. Re-mixing or tempering shall not be permitted. Rebound materials shall not be reused.

4.03 PROTECTION OF ADJACENT SURFACES

A. During progress of the work, adjacent areas or grounds which may be permanently discolored, stained or otherwise damaged by dust and rebound material, shall be adequately protected and, if contacted, shall be cleaned by early scraping, brushing or washing as the surroundings permit.

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SECTION 02755

LINING INSTALLATION (SEWPERCOAT)

4.04 INFLOW and INFILTRATION PREVENTION

A. If inflow or infiltration is observed within the structure after surface preparation is complete, a rapid setting crystalline enhanced hydraulic cement product specifically formulated for infiltration control shall be used to stop minor infiltration flows in accordance with the manufacturer's recommendations. The material shall meet the following strength requirements:

Compressive Strength (ASTM C597B)	600 psi 1,000 psi	(24 hours) (7 days)
Bond Strength (ASTM C321)	30 psi 80 psi	(1 hour) (1 day)

B. The material shall be Preco Plug, Octocrete, Burke Plug or Engineer approved equal. Where infiltration flows are more severe, pressure grouting may be required. The material for pressure grouting shall be Avanti A-220, DeNeef or Engineer approved equal installed in accordance with the manufacturer's written instructions.

C. All materials, labor, equipment, and incidentals required to correct inflow and infiltration conditions will be considered incidental to rehabilitation.

4.05 APPLICATION OF MATERIALS

A. Lining material shall not be applied to a frozen surface or to a surface that may freeze within 24 hours of application. Frozen conditions shall be defined as ambient temperatures of 32 degrees Fahrenheit or below.

B. Sequence of application may be from bottom to top or vice versa if rebound is properly removed.

C. Application shall be from an angle as nearly perpendicular to the surface as practicable, with the nozzle held at least 1 foot from the working sub-surface (except in confined control). If the flow of material at the nozzle is not uniform and slugs, sand spots, or wet sloughs result, the nozzleman shall direct the nozzle away from the work until the faulty conditions are corrected. Such defects shall be replaced as the work progresses.

D. Application shall be suspended if:

1. Air velocity separates the cement from the aggregate at the nozzle.
2. Ambient temperature approaches freezing and the newly placed SewperCoat cannot be protected and insulated.

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E. The time interval between successive layers of material application must be sufficient to allow "tackiness" to develop but not final set. If final set does occur, this surface shall be prepared in accordance with Sections 4.1.1 of this document.

F. Construction joints within a manhole shall be avoided. In the event a construction joint is necessary and approved by the Engineer, it shall be sloped off to a thin, clean, regular edge, at a 45-degree angle. Prior to placement of the adjoining materials, the sloped portion and adjacent applied material shall be thoroughly cleaned as necessary, then moistened and scoured with an air jet.

G. Nozzleman shall bring the material to an even plane and to well-formed corners.

H. After the body coat has been placed, the surface shall be trued with a thin-edge screed to remove high areas and expose low areas. Low areas shall be properly filled with additional material to insure a true, flat surface in accordance with Section 4.5.5 of this document.

I. For manhole applications, the minimum thickness of SewperCoat shall be a ½-inch cover over all surfaces. For other larger structures (lift stations, wet wells, treatment plant structures, etc.), the minimum thickness of SewperCoat shall be a 1-inch cover over all surfaces.

4.06 CURING

A. If the material has been applied and furnished in accordance to the specifications, and it has been determined that the environment is not moist enough for natural curing, the contractor will be required to apply a curing compound to all coated surfaces. Curing compound shall meet the requirements of ASTM C309 and have the approval of the lining material Manufacturer and the Engineer prior to use.

B. Moist curing may also be used in lieu of curing compound. If moist curing is selected, it should be implemented just after the notice of uniform heat generation of the installed lining. Moist curing can consist of the use of soaker hoses, water sprinklers, or vapor/misting machines. Regardless of delivery method, moist curing should continue for a minimum of 18 hours.

- END OF SECTION -

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SECTION 02760

SERVICE LATERAL TELEVISION SURVEY

PART 1 -- GENERAL

1.01 SCOPE

A. The work consists of furnishing all labor, materials, accessories, equipment, tools, transportation, services and technical competence for performing all operations required to execute the internal closed circuit television survey to inspect service laterals.

B. The survey shall show all defects and determine amount of infiltration entering the service laterals.

1.02 GENERAL

A. After cleaning as specified in Section 02751 – Preparatory Cleaning (including special cleaning involving the mechanical removal of roots, grease, and/or tuberculation where authorized), and before and after repair/replacement work, the lateral shall be visually surveyed by means of closed-circuit television in the presence of the OWNER. The survey shall be performed one lateral at a time.

B. Pre- and post-construction survey video on CD-ROM shall be delivered to the OWNER on CD-ROM, accompanied with the corresponding work orders, and pre- and post-TV logs, for sewer laterals surveyed. The video on CD-ROM shall be direct from a live video source into a video file, format MPEG1, and of good quality for viewing. The recording of multiple laterals on a single CD is acceptable.

C. The television equipment operator shall be certified under the NASSCO (National Association of Sewer Survey Companies) PACP (Pipe Line Assessment and Certification Program).

1.03 EQUIPMENT

A. The television camera used for the lateral survey shall be one specifically designed and constructed for such survey. A Sonde locating device shall be attached to the camera. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera, television monitor, and other components of the video system shall be capable of producing a minimum 700 line resolution color video picture. The CONTRACTOR shall maintain camera in clear focus at all times. Picture quality and definition shall be to the satisfaction of the OWNER; and if unsatisfactory, equipment shall be removed and replaced with adequate equipment at no additional cost to the OWNER. The lateral camera shall have a pan-and-tilt capability.

B. The camera system shall be able to inspect 3-, 4-, and 6-inch lateral connections up to 70 feet from the sewer mainline. The launcher shall be mounted on a tread tractor that moves through main sewers and positions the inspection camera launcher opposite the lateral line connection.

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C. The camera system shall have mini black and white or color, fixed position, "positioning" camera to observe and place the mini color, push, "inspection" camera at the lateral. The inspection camera shall be attached to an 80-foot long push cable with a fiberglass rod core for cable rigidity. The camera head shall point forward while traveling through the sewer mainline.

D. The camera used from a cleanout shall be able to be launched from the cleanout and travel down to the sewer mainline, up to 100 feet. The camera system shall be able to inspect 3-, 4-, and 6-inch lateral connections.

E. The video camera shall include a titler feature capable of showing on the tape the following information:

1. City and State
2. Date/Time
3. CONTRACTOR's Name
4. Pipe Size (Diameter) and Material
5. Upstream Manhole Number & Distance to Lateral
6. On-going Footage Counter

F. A Sonde shall be provided for locating unmarked sewer laterals. A sonde is a transmitter tied on a line and moved through a sewer or duct. A receiver on the surface follows its movement, documenting the line location. The pipe position is then marked on the ground. The sonde is pushed farther into the pipe, the receiver relocates the sonde and the pipe position is marked again. This process is repeated until the desired section of pipe is traced. It is pulled out on completion of the locate. The sonde will be inserted into the lateral through a sewer cleanout or, in case of no cleanout, through a roof vent to locate the cleanout as well as unmarked sewer lateral. The sonde may also be attached to the lateral television camera.

1.04 SUBMITTALS

A. The CONTRACTOR shall submit shop drawings and other information in accordance with Section 01300 - Submittals. The CONTRACTOR's submittals shall include description of the software to be used and a sample of the video titles to be used, along with a sample of the television survey log to be used.

1.05 QUALIFICATIONS

A. The Qualifications of the CONTRACTOR shall be submitted prior to contract award. These Qualifications shall include detailed descriptions of the following:

1. Name, business address and telephone number of the CONTRACTOR.
2. Name(s) of all supervisory personnel to be directly involved with this project.

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3. The CONTRACTOR shall sign and date the information provided and certify that to the extent of his knowledge, the information is true and accurate, and that the supervisory personnel will be directly involved with and used on this project. Substitutions of personnel and/or methods will not be allowed without written authorization of the OWNER.

4. Specialty technicians shall be certified by the equipment manufacturer and/or its authorized representative. Certifications shall be submitted to the OWNER.

5. The CONTRACTOR shall provide his references of previous project lists going back five years including his customers' names, addresses, and telephone numbers.

6. To be qualified, the CONTRACTOR shall have a minimum of five years previous experience in the work required in this section.

PART 2 -- PRODUCTS

All inspection information and data (including video) written to digital media (CD-ROM).

PART 3 -- EXECUTION

3.01 PRECONSTRUCTION SURVEY

A. Procedure

1. Prior to any repair work, the entire service lateral (from mainline to property line / cleanout, whichever is farther from the mainline) shall be televised.

2. Measurement for location of defects shall be above ground by means of a meter device. Measurement meters shall be accurate to tenths of a foot over the length of the section being surveyed. Accuracy of the distance meter shall be checked by use of a walking meter, roll-a-tape, or other suitable device. Linear footage shall be shown on screen during recording.

3. Movement of the television camera shall be temporarily halted for a minimum of ten seconds at each visible point of flow until the source and flow rate from that point are determined.

4. The inspection shall be performed from either the main sewer or the cleanout with proper equipment specified. If the CONTRACTOR chooses to perform the inspection from the cleanout and the cleanout is either inaccessible or does not exist, he shall install a cleanout to facilitate the inspection. All costs of material, equipment, labor, and other costs due to unspecified field conditions shall be borne by the CONTRACTOR. Payment for cleanout installation shall be made by the OWNER as indicated in Section 01025, Measurement and Payment.

5. Above ground horizontal location of lateral shall be marked every five (5) feet utilizing surveyor's paint on an asphalt or concrete surface and surveyor's flags in grass. Approximate depth of laterals at these location shall be recorded on the TV logs.

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B. Field Documentation

1. Television Survey Logs. Location of the lateral by indicating the upstream manhole number, distance from the upstream manhole, lateral connection to the main line (left, center or right), and address of the customer serviced by the lateral, shall be noted on the television survey log. Printed and electrically stored location records shall be kept by the CONTRACTOR and will clearly show the location, in relation to the cleanout or the mainline of each infiltration point observed during survey. Footage shall be shown on the log. In addition, other points of significance such as unusual conditions, roots, broken pipe, presence of scale and corrosion, and other discernible features will be recorded and a copy of such records will be supplied to the OWNER. The CONTRACTOR shall measure the depth of the upstream and downstream manholes. Measurements shall be from the invert of the pipe to the top of the manhole rim and shall be recorded on the survey log.

2. Photographs. Digital photographs of the television picture of problems shall be taken by the CONTRACTOR upon request of the OWNER.

3. Video Recordings. The purpose of video (CD-ROM) recording shall be to supply a visual and audio record of problem areas of the lines that may be replayed. CD-ROM recording playback shall be at the same speed that it was recorded. Slow motion or stop motion playback features shall be supplied by the CONTRACTOR. Once recorded, the CD-ROM becomes the property of the OWNER. The CONTRACTOR shall have all CD-ROM and necessary playback equipment readily accessible for review by the OWNER during the Project.

4. Audio. All CD-ROM shall have audio record. As a preamble, at the beginning of the CD-ROM, the CONTRACTOR shall state the following: "(Contractor's Name) is performing a pre/post TV survey for Job No. _____ (provided by the OWNER), City of Hollywood". State date, time, operator's name, area, pipe size and material, upstream manhole number and depth. The CONTRACTOR shall verbally state the position of the lateral with respect to the upstream manhole and describe defects. At the end of each line, state: "End of line" and total linear footage.

3.02 POST CONSTRUCTION SURVEY

A. Procedure

1. The same procedures shall be used as indicated in Section 3.01 PRECONSTRUCTION SURVEY.

2. In addition, the CONTRACTOR shall stop the camera at all point repairs and inspect entire repaired pipe sections.

3. The CONTRACTOR shall invert white foreground to black as needed in the line section with light background.

4. In the case of a post-liner survey, the CONTRACTOR shall fully televise both ends of the liner so that the fit of the liner to the host pipe can be evaluated.

5. The post-liner television survey shall be done within 2 weeks of liner installation.

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B. Documentation

1. The same documentation shall be provided as indicated in Section 3.01 PRECONSTRUCTION SURVEY.

3.03 LOCATION OF LATERAL FROM RESIDENCE

A. Procedure

1. Run a sonde through a roof vent to locate cleanout as well as unmarked sewer lateral. A sonde is a transmitter tied on a line and moved through a sewer or duct. A receiver on the surface follows its movements, documenting the line location. The pipe position is then marked on the ground. The sonde is pushed farther into the pipe, the receiver relocates the sonde and the pipe position is marked again. This process is repeated until the desired section of pipe is traced. It is pulled out on completion of the locate.

B. Documentation

1. Above ground horizontal location of lateral shall be marked every five (5) feet utilizing surveyor's paint on an asphalt or concrete surface and surveyor's flags in grass. Approximate depth of laterals at these locations shall be recorded on the TV logs. Location of buried cleanouts, or location for the purposes of installing a new cleanout shall be marked by two measured distances to permanent recoverable objects. CONTRACTOR shall furnish a schematic of these locations with sufficient detail to be able to relocate from above ground, at a later date.

- END OF SECTION -

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 02762

CHEMICAL ROOT TREATMENT

PART 1 – GENERAL

1.01 SCOPE

A. The work specified in this Section includes all labor, materials, accessories, equipment, and tools necessary for chemical root treatment to kill tree roots in sanitary sewer pipe prior to chemical grouting and lining and to inhibit root regrowth without damaging the trees, the environment, or the wastewater treatment plant microbes.

B. The CONTRACTOR is advised that the use of chemicals to control tree roots is a specialized type of sewer maintenance which requires licensing, experience, and financial responsibilities unique to this type of work. Substances designed to control tree roots in sewers are defined as pesticides by the government of the United States, and their manufacture, handling, transportation, and use are stringently regulated by Federal and State law. These specifications are not intended to be all inclusive of the Federal, State, and Local laws and regulations relevant to this type of work. It is the responsibility of the CONTRACTOR to be knowledgeable of, and to be in full compliance with, all relevant Federal, State, and Local laws, regulations, and ordinances. Nothing contained in these specifications or elsewhere in the contract documents shall be construed as limiting the extent of the CONTRACTOR's responsibility.

C. The CONTRACTOR attests, through submittal of a bid or proposal, or by agreeing to the contract, that the Contractor is expert in this type of work, and recognizes and understands the risks posed by this type of work on wastewater treatment plant processes. The CONTRACTOR shall not rely on the Owner for guidance in this regard.

1.02 REFERENCE SPECIFICATIONS

A. Section 02751 - Preparatory Cleaning and Root Removal

B. Section 02763 - Chemical Grouting

1.03 SUBMITTALS

A. The CONTRACTOR shall submit the following in accordance with Section 01300 - Submittals:

1. A specimen product label showing the United States Environmental Protection Agency (EPA) Registration listing numbers of the product.

2. A specimen product label indicating EPA approval of the chemical root treatment for sanitary and storm sewers.

3. The manufacturer's recommended guidelines for proper mixing ratios for maximum daily usage of materials.

4. Material Safety Data Sheet (MSDS) for the product.

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B. The above informational data shall clearly indicate compliance with the Specifications. The CONTRACTOR shall submit written exceptions to the specifications.

1.04 QUALIFICATIONS

A. Prior to contract award, the Contractor must demonstrate a minimum of five (5) years experience in applying chemical sewer root control of the type specified herein. The Contractor must have successfully treated in excess of 100,000 linear feet of sanitary sewer.

1.05 GUARANTEE

A. For each sewer section (manhole-to-manhole) that is treated under the Contract, the Contractor shall provide a written guarantee for the work as follows:

1. At the option of the Owner, the Contractor shall, at his own expense, re-treat a sewer section, or refund 100% of the payment received to treat that section, in the event that: (1) live roots are found in the section within six months after the application; or, (2) the section plugs up and floods due to tree root obstructions within a period of two years, beginning the date of treatment, and ending two years after the date of treatment.

B. Retreatments, performed at no charge in honor of the guarantee, do not extend the expiration date of the guarantee. The same notification and documentation requirements apply to any retreatment.

PART 2 – PRODUCTS

2.01 GENERAL

A. The chemical root treatment material shall be EPA registered and labeled for use in sanitary sewer lines and acceptable to the state and local government agencies having jurisdiction over its use.

2.02 ROOT TREATMENT MATERIAL

A. The chemical root treatment material shall be the formula RootX or an approved equal. The formula shall be composed of two dry components which when mixed and come in contact with water foam immediately. The active ingredient of the chemical treatment shall be Dichlobenil (minimum 100 ppm). Extra equipment such as a foam machine should not be required. This active ingredient for killing roots shall be an aquatically approved, non-systemic herbicide (Dichlobenil) which will kill roots at low concentrations but will not permanently affect parts of the plant distant from the treated roots. The active ingredient must be detoxified by natural chemical / biochemical processes following its use. The active ingredient, adjuvants, or either ingredient's by-products shall not adversely affect the performance of wastewater treatment plants.

B. The active ingredient for inhibiting root regrowth (Dichlobenil) in sanitary and storm sewers shall inhibit root cell growth on contact, but shall not be transported so as to damage other portions of the plant. The material shall form a persistent chemical barrier suppressing the growth of root tips. The material shall be sufficiently stable under conditions of use to

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provide protection for twelve months, but shall be subject to decomposition in wastewater treatment plants without disturbing plant processes.

C. To improve transportation of the active ingredients into root tissues, the root treatment material shall contain emulsifiers to degrease root masses and remove fatty acids from root tissue.

PART 3 – EXECUTION

3.01 GENERAL

A. All materials and mixing / application procedures for chemical root treatment shall conform to the latest industrial standards and requirements, and follow the recommendations of the manufacturer of the chemical root treatment material used.

3.02 PREPARATORY PROCEDURES

A. Root tips are the principal growth areas and are the surfaces most effectively penetrated by root treatment chemicals. When the root tips are damaged or removed by sewer line cleaning, chemical treatment will be less effective. Consequently, no cleaning is recommended in lines prior to chemical root treatment unless extensive grease, root masses, or debris preclude proper application of the material.

3.03 FLOW CONTROL

A. Sewer service shall generally not be interrupted during root treatment. In situations where it is necessary, the CONTRACTOR shall block / bypass flow in accordance with Section 02750 - Wastewater Flow Control.

3.04 PERSONAL PROTECTIVE EQUIPMENT

A. The CONTRACTOR shall use appropriate protective clothing and equipment as recommended by the manufacturer during the use and handling of the material.

3.05 MIXING PROCEDURES

A. All materials shall be delivered to the site in undamaged, unopened containers bearing the manufacturer's label. Mixing of the root treatment material shall be done in accordance with the manufacturer's recommendations and no more than 12 hours prior to use. The water used shall be clear and free of acid, alkali, oxidizing agents, oil, or other organic materials. Mixing water temperature shall be between 40 degrees F and 80 degrees F. Contractor shall be responsible for insuring that handling, transportation, and use of any hazardous materials, and disposal of all pesticide containers, are according to the State and Federal regulations pertaining thereto. Should any chemical root control agent spill on the ground, the chemical and affected soil shall be removed and safely disposed of. The area shall be restored to a condition equal to or better than before the spill. Any damage to vegetation resulting from misuse of the chemical root control agent shall be the responsibility of the Contractor.

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3.06 APPLICATION PROCEDURES

A. Where conditions permit, the volume of foam shall be sufficient to completely fill the air space above the flow, manhole to manhole. In all cases, the volume of foam delivered to the sewer line shall be sufficient to attach to and permeate all root masses.

B. The foam shall be applied to sufficient pressure to penetrate a minimum of 5 feet into service connections.

3.07 DISCHARGE OF EFFLUENT

A. The chemical root treatment material is not removed from the sewer and will travel to the treatment plant. The active ingredient for inhibiting root regrowth shall attach to pipe surfaces in the line being treated or in route to the treatment plant. The amount of chemical root treatment material reaching the plant shall be negligible, and no special precautions shall be required. The CONTRACTOR shall follow the manufacturer's maximum use guidelines. Note: Large sewer trunk line directly upstream from the treatment plant may require special precautions.

B. Contractor shall be responsible for insuring that there are no adverse effects on wastewater treatment plant processes, or adverse effects on the quality of wastewater treatment plant effluent, as a result of chemical applications. The Contractor shall be financially responsible for any adverse effects on wastewater treatment plant processes which are, directly or indirectly, caused by the chemical applications, including but not limited to the following: damages to plant processes or equipment, clean-up and restoration costs, fines imposed on the Owner or on the operator of the wastewater treatment plant by State or Federal agencies, pollution of receiving waters, and civil suits. The Contractor shall further indemnify and hold harmless the Owner, and the operator of the wastewater treatment plant, against all costs, including legal expenses, relating to treatment plant failure or other damages or pollution caused by the applications of chemicals by the Contractor.

3.08 ROOT REMOVAL / CHEMICAL GROUTING

A. Removal of dead roots, where required, should be postponed as long as possible after chemical root treatment to facilitate easier cleaning. Sewer line cleaning shall be scheduled no less than six weeks after root treatment.

B. Root removal shall be in accordance with Section 02751 - Preparatory Cleaning and Root Removal.

3.09 RECORDING OF FIELD OBSERVATIONS

A. Contractor shall keep complete, accurate records of each day's operation. Records shall show date of treatment, sections of line treated, pipe size and distance, and other pertinent information. Log sheets shall be submitted with the invoice.

B. Upon completion of the project and accompanying the invoice, or whenever requested to by the Owner, the Contractor shall submit log sheets and reports which show, as a minimum, the following information:

1. The name of the Owner

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2. The report date

3. The date each sewer line was treated

4. Street name for each treated sewer line

5. A description (collection basin name, upstream and downstream manhole numbers) to enable the Owner to exactly identify the location of the treated sewer line

6. The pipe size for each treated sewer line

7. The length (manhole to manhole) for each treated sewer line

8. Special conditions found by the Contractor's crew

9. The date the guarantee expires on each treated sewer line

- END OF SECTION -

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SECTION 02763 - CHEMICAL GROUTING

PART 1 -- GENERAL

1.01 SCOPE

A. The work specified in this Section includes all labor, materials, accessories, equipment and tools necessary for chemical grouting, sealing, and air testing sanitary sewer pipe joints, pursuant to ASTM F2304-03.

1.02 GENERAL

A. Chemical Root Treatment

1. When so directed by the OWNER, the CONTRACTOR shall perform chemical root treatment in accordance with Section 02762 - Chemical Root Treatment.

2. The CONTRACTOR shall schedule his work to perform chemical root treatment a minimum of 8 weeks prior to performing the work specified under this Section.

3. When so directed by the OWNER, prior to performing chemical grouting, the CONTRACTOR shall remove roots and clean the sewer in accordance with Section 02751 - Preparatory Cleaning and Root Removal.

B. Leak Testing

1. Sewer line joint testing shall be accomplished by applying air pressure to each sewer joint, and monitoring the pressure in the void over a one-minute period. The intent of joint testing is to identify defective joints prior to the joint sealing process and check the effectiveness of the seal.

2. Testing cannot be performed and shall not be required on cracked, structurally unsound, or broken pipe, severely corroded or out-of-round pipe, or on visibly leaking joints.

C. Leak Sealing

1. Sources, or possible sources, of infiltration within the sewer system, are to be sealed to eliminate infiltration.

2. The application of the sealing grout within the pipe shall be by means of remote-controlled equipment designed to be positioned at the specific joint or crack to be sealed and to apply the grout under sufficient pressure for the grout to pass through the opening and fill voids outside the pipe as well as the opening in the pipe wall. Control of the device and review of the results shall be by operating the closed-circuit television camera and van-mounted monitor conforming to the requirements of Section 02752 - Television Survey. The method of sealing used shall not damage the pipe or change pipe alignment, and the original cross sectional area shall not be permanently reduced or changed.

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1.03 QUALIFICATIONS

A. The Qualifications of the Grouting CONTRACTOR shall be submitted prior to contract award. These Qualifications shall include detailed descriptions of the following:

1. Name, business address and telephone number of the CONTRACTOR.

2. Name(s) of all supervisory personnel to be directly involved with Grouting for this project.

3. The CONTRACTOR shall sign and date the information provided and certify that to the extent of his knowledge, the information is true and accurate, and that the supervisory personnel will be directly involved with and used on this project. Substitutions of personnel and/or methods will not be allowed without written authorization of the OWNER.

4. Specialty technicians shall be certified by the equipment manufacturer and/or its authorized representative. Certifications shall be submitted to the OWNER.

5. The CONTRACTOR shall provide his references of previous project lists going back five years including his customers' names, addresses, and telephone numbers.

6. To be qualified, the CONTRACTOR shall have a minimum of five years previous experience in grouting.

PART 2 -- PRODUCTS

2.01 CHEMICAL JOINT SEALING MATERIALS

A. Chemical joint sealing materials used on this project shall be AV-118 Duriflex, or AV-100 plus activators, initiators and inhibitors recommended by the manufacturer, Avanti International, Houston, Texas or an approved equal.

B. In those lines which had root removal performed, a chemical root inhibitor shall be added to the grout prior to sealing the joints. CONTRACTOR shall submit the chemical to be used for OWNER's approval prior to utilization.

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PART 3 -- EXECUTION

3.01 LEAK TESTING EQUIPMENT

A. The basic equipment used shall consist of a television camera, joint testing device such as a packer, and test monitoring equipment. In combination, the equipment shall be constructed in such a way as to provide means for introducing a test medium under pressure, into the Void area created by the expanding ends of the joint testing device. The testing equipment shall also have the means for regulating the flow rate of the test medium into the Void area in conjunction with the means for continuously measuring the actual static pressure of the test medium at and within the Void area only. The packer device shall be constructed in such a manner as to allow some flow to pass through its center annulus.

B. Void pressure data shall be transmitted electrically and without the use of the test medium or hoses. All test monitoring shall be above ground and in a location to allow for simultaneous continued observation of the television monitor and test monitoring equipment by the CONTRACTOR. The OWNER shall witness the testing operation.

C. Sewer line joint testing shall be accomplished before and after the grouting operation by applying a positive pressure to each sewer joint and monitoring the pressure in the Void. The intent of joint testing is to identify defective joints prior to the joint sealing process and determine the effectiveness of the seal repaired.

3.02 CONTROL TEST PROCEDURES

A. Prior to and during the joint testing phases of the work, the CONTRACTOR shall perform Control, Intermediate, and Final testing in accordance with the latest edition of ASTM F2304.

3.03 JOINT TESTING PROCEDURE

A. Sewer line joints shall be individually tested at a test pressure equal to ½ psi per vertical foot of pipe depth, but in no case exceeding a pressure of 10 psi and in accordance with the following procedures:

1. The packer or testing device shall be positioned within the line in such a manner as to straddle the joint to be tested.

2. The packer ends or testing device ends shall be expanded so as to isolate the joint from the remainder of the line and create a Void area between the packer or testing device and the pipe joint. The ends of the testing device shall be expanded against the pipe with sufficient inflation pressure to contain the test medium within the Void without leakage past the expanded end.

3. The test medium shall be introduced into the Void area until a pressure or flow rate equal or greater than the required test pressure is observed with the Void pressure monitoring equipment.

a. Air Test – After the void pressure is observed to be equal to or greater than the required test pressure, the airflow shall be stopped and the air

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test supply line vented. The operator will observe this void pressure for a period of 15 s, if the pressure is maintained, with a pressure drop of less than 1 psi (7 kPa), then the joint will be considered as having passed the test. If the pressure shows additional decay during the recommended time period, it will be considered as having failed and shall be sealed as described in Section 12. Upon completion of the sealing, the joint will be retested at the established test criteria (post-test).

b. Water Test – A liquid (water) shall be introduced into the void area until a pressure equal to or greater than the required test pressure is observed with the void pressure monitoring equipment. If the required test pressure cannot be developed (due to joint leakage), the joint will have failed the test and shall be sealed as specified. The flow rate of the test liquid shall then be regulated to a rate at which the void pressure is observed to be the required test pressure for a period of 30 seconds. A reading of the test liquid flow meter shall then be taken. If the flow rate exceeds ¼ gallon per minute (due to joint leakage), the joint will have failed the test and shall be sealed as specified.

4. The test medium shall be air or liquid.

3.04 TEST RECORDS

A. During the joint testing procedure, complete records shall be kept, to include the following data:

1. Identification of the manhole section tested.

2. Type of pipe.

3. Diameter of pipe.

4. Length of pipe sections between joints.

5. Depth of pipe to surface.

6. Test pressure used and duration of test.

7. Statement indicating the pass/fail test results for each joint tested, Location (stationing) of each joint tested and location of any joints not tested with an explanation for not testing.

B. In the case of a "passing" joint, a single pressure reading may be recorded. In the case of a "failing" joint requiring grout, three pressures shall be recorded: the initial "failing" pressure; the zero pressure after grout has been injected and the packer deflated; and the final pressure after the grout has been injected and the packer reinflated.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

3.05 JOINT SEALING EQUIPMENT

A. The basic equipment shall consist of a closed circuit television system, necessary chemical sealant containers, pumps, regulators, valves, hoses, etc., and joint sealing packers for the various sizes of sewer pipe. The packer shall be a cylindrical case of a size less than pipe size, with the cables at either end used to pull it through the line. The packer device shall be constructed in such a manner as to allow a restricted amount of sewage to flow at all times. Generally, the equipment shall be capable of performing the specified operations in lines where flows do not exceed the maximum line flows as specified in Section 02750 - Wastewater Flow Control. When the packer is inflated, two widely spaced annular bladders shall be formed, each having an elongated shape and producing an annular void around the center portion of the packer.

B. Before starting the work, a performance test demonstration verifying the accuracy and repeatability of the void pressure meter and fluid pumping equipment should be performed. If these test demonstrations fail to show that the readings are accurate, ±0.5 psi (3 kPa) for void pressure repeatability, and ±0.1 (0.4 L) of chemical pumped into a measured container, the CONTRACTOR shall be required to make the required repair or adjustments to the equipment and gages and retest until the results are satisfactory to the OWNER's representative. The test demonstration may be required at each work shift during the sealing operation.

C. 3.06 JOINT SEALING PROCEDURE

A. In the preparation and application of the sealing grout, the recommendations of the manufacturer of the grout materials shall be followed. Before joint sealing, chemical grout gel times should be measured and recorded. Gel times should also be measured and recorded whenever a new batch is made and at the end of the shift. These gel times measurements are a very effective and meaningful quality assurance procedure.

B. Joint sealing shall be accomplished by forcing chemical sealing materials into or through infiltration points by a system of pumps, hoses, and sealing packers. Jetting or driving pipes from the surface that could damage or cause undermining of the pipe lines, will not be allowed. Excavating the pipe, which would disrupt traffic, undermine adjacent utilities and structures, will not be allowed. The packer shall be positioned over the area of infiltration by means of a metering device and the closed circuit television in the line. It is important that the procedure used by the CONTRACTOR for positioning the packer be accurate to avoid over-pulling the packer and thus not effectively sealing the point of infiltration. The packer sleeves shall then be expanded using precisely controlled pressures. The pneumatically expanded sleeve or elements shall seal against the inside periphery of the pipe to form a void area at the point of infiltration, now completely isolated from the remainder of the pipe line. Into this isolated area, sealant materials shall be pumped through the hose system at controlled pressures, which are in excess of groundwater pressures. The pumping, metering, and packer device shall be integrated so that the proportions and quantities of materials can be regulated in accordance with the type and size of the leak being sealed.

C. The grout must be injected beyond the joint interface into the soil surrounding the pipe joint.

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D. A color additive (dye) should be added to the grout so that a visual residual layer of grout rings the joint providing confirmation the packer was located over the joint and the void was filled during the sealing operation.

E. No joint shall be considered sealed unless, while under continual pressure, an attempt is made to pump grout to "refusal" (up to ½ gallon per inch diameter pipe size). This is to insure that sufficient chemical has been dispersed into the soil surrounding the joint and that a temporary seal has not been made by applying a minimum amount of chemical grout to the void and the joint area inside the pipe. When chemical grout cannot be pumped to "refusal" within a volume less than or equal to ½-gal per inch diameter pipe size due to latent physical conditions, no additional work shall be undertaken until authorization to proceed has been given by the OWNER/OWNER's representative.

F. Upon completing the sealing of each individual joint, the packer shall be deflated; moved at least one packer length in either direction, and then repositioned over the joint; with the void pressure meter reading zero pressure, then reinitiated and tested as specified in subsection 3.03 - Joint Testing Procedure. Should the void pressure meter not read zero, the CONTRACTOR shall clean his equipment of residual grout material or make the necessary equipment repairs to provide for an accurate void pressure reading. Joints that fail to meet the specified test criteria shall be resealed and retested until the test criteria can be met in order to receive payment.

G. All testing shall be performed by the CONTRACTOR in the presence of the OWNER. It shall be the responsibility of the CONTRACTOR to completely seal every leak authorized for sealing to the extent determined by the OWNER. If, in the OWNER's opinion, it is not necessary to continue with a particular leak, the crew shall move to the next joint or leak. The CONTRACTOR shall remove any small excess sealing grout inside the sewer line. CONTRACTOR shall operate his equipment with care and shall be responsible for any damage to the sewer system or other facilities caused by his operations, and shall repair such damage at his expense and without delay as instructed by the OWNER.

3.07 JOINT SEALING RECORDS

A. Included in the records for joint sealing shall be:

1. The test pressure before and after sealing and the duration of the test.
2. The volume of grout material used to seal each joint.
3. The volume of grout placed per section.
4. The gel set time used.
5. The barrel test results.
6. The grouting material used including additives and their respective quantities.

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3.08 LATERAL SEALING PROCEDURE

A. The following shall apply to the sealing of all reinstated laterals after the main has been lined.

1. The total batch shall be no more than 50 gallons. That means reducing the water in each tank by 5 gallons. This will increase the strength of the "gel" by increasing the solids to 12 percent.

2. The "gel" time shall be 10 seconds longer than the time required by the pumps to fill the inside packer void and at no time shall the "gel" time be less than 20 seconds.

3.09 TELEVISION SURVEY

A. Television survey, including Preconstruction Survey, Post Construction Survey, and Warranty Survey, as indicated in Section 02752 - Television Survey, is required for all grouted lines.

3.10 WARRANTY: All chemical grouting work described herein shall be guaranteed against faulty workmanship and/or materials for a period of 3 years after the completion of the work.

- END OF SECTION -

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 02764

CURED-IN-PLACE SECTIONAL PIPE LINING

PART 1 -- GENERAL

1.01 SCOPE

A. The work specified in this section consists of rehabilitating existing sanitary sewer pipe by installing a resin impregnated fiberglass/polyester felt tube into an existing pipe to restore its structural and hydraulic integrity.

1.02 GENERAL

A. The finished sectional pipe liner in place shall be fabricated from materials which, when installed, will be chemically resistant to withstand internal exposure to domestic sewage.

1.03 SUBMITTALS

A. The Contractor shall submit shop drawings and other information to the OWNER for review in accordance with Section 01300, "Submittals". Included shall be design calculations for the work.

1.04 QUALIFICATIONS

A. The Qualifications of the CONTRACTOR shall be submitted prior to contract award. These Qualifications shall include detailed descriptions of the following:

1. Name, business address and telephone number of the CONTRACTOR.

2. Name(s) of all supervisory personnel to be directly involved with this project.

3. The CONTRACTOR shall sign and date the information provided and certify that to the extent of his knowledge, the information is true and accurate, and that the supervisory personnel will be directly involved with and used on this project. Substitutions of personnel and/or methods will not be allowed without written authorization of the OWNER.

4. Specialty technicians shall be certified by the equipment manufacturer and/or its authorized representative. Certifications shall be submitted to the OWNER.

5. The CONTRACTOR shall provide his references of previous project lists going back two years including his customers' names, addresses, and telephone numbers.

6. To be acceptable, a minimum of 400 sectional liner installations must be documented.

7. To be acceptable, the installer must have had a minimum of two (2) years active experience in the commercial installation of the product.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

PART 2 -- PRODUCTS

2.01 GENERAL

A. The finished liner shall be fabricated from material as specified in this section which when cured will be chemically resistant to the corrosive effects of the raw sewage and hydrogen sulfide. The cured-in-place sectional pipe shall be the New Life System as manufactured by Stephen's Technologies, Inc. or approved equal.

2.02 LINER SIZING

A. The liner shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit to be repaired as specified by the OWNER.

B. The length and number of liners shall be that deemed necessary by the OWNER to effectively carry out the repairs. The CONTRACTOR shall verify the lengths in the field before cutting liner to length. In general, the minimum length shall be 6 feet for 8- to 12-inch diameter of pipe, and cover a minimum of 6 inches on either side of the pipe joint.

C. For 15- to 21-inch diameter of pipe, a longer sectional liner may be required.

2.03 LINER MATERIAL

A. The lining material shall be a fiberglass matting material and fully impregnated with an epoxy resin as specified.

B. The mixed components of the epoxy resin shall have the following properties:

Item		Criteria
1.	Solids Content	100% by weight
2.	Pot Life	90 minutes at 70 degrees F
3.	Shelf Life	at least 1 year (sealed)
4.	Viscosity	18,000 cps (average at 70 degrees F)
5.	Density	12 pounds per gallon (max.)

C. The cured epoxy resin material shall have the following properties:

Item	Test Value	Reference Standard
Flexural Strength	5,000 psi	ASTM D 790
Flexural Modulus	400,000 psi	ASTM D 790

2.04 LINER DESIGN

A. The minimum required structural CIPP wall thickness shall be based on the physical properties described above and in accordance with the design equations in the appendix of ASTM F 1216, and the following design parameters:

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Design Safety Factor	2.0
Retention Factor for Long-Term Flexural Modulus to be used in Design	50 %
Ovality*	2 %
Groundwater Depth = Pipe Depth (above invert)*	ft.
Soil Depth (above crown)*	ft.
Soil Modulus	700 psi
Soil Density	120 pcf
Live Load	One H20 passing truck
Design Condition	Fully deteriorated
**Denotes information which can be provided here or in inspection video tapes or project construction plans. Multiple line segments may require a table of values.*	

B. The lining manufacturer shall submit to the OWNER for review complete design calculations for the liner, signed and sealed by a Professional Engineer registered in the State of Florida and certified by the manufacturer as to the compliance of his materials to the values used in the calculations. A safety factor of 2 shall be applied in the design calculation. The host pipe shall be considered fully deteriorated. The liner shall be designed to withstand a live load equivalent to one H-20 passing truck plus all pertinent dead loads, hydrostatic pressure and grout pressure (if any). For design purposes, the water table shall be considered at grade elevation. The liner shall be designed in accordance with ASTM F 1216. The buckling analysis shall account for the combination of dead load, live load, hydrostatic pressure and grout pressure (if any). The liner side support shall be considered as if provided by soil pressure against the liner. The existing pipe shall not be considered as providing any structural support. Modulus of soil reaction shall be 700, corresponding to a moderate degree of compaction of bedding and a fine-grained soil as shown in AWWA Manual M45, Fiberglass Pipe Design.

C. Liner shall be neither accepted nor installed until design calculations are acceptable to the OWNER.

PART 3 -- EXECUTION

3.01 CLEANING SEWER LINES

A. Prior to any lining of a pipe so designated, it shall be the responsibility of the CONTRACTOR to remove internal deposits from the pipeline in accordance with Section 02751 - Preparatory Cleaning and Root Removal.

3.02 TELEVISION SURVEY

A. Television survey shall be performed in accordance with Section 02752 - Television Survey, including Preconstruction and Post Construction Surveys.

B. The interior of the pipeline shall be carefully surveyed to determine the locations and extent of any structural failures. The location of any conditions which may prevent proper installation of lining materials into the pipelines shall be noted so that these conditions can be corrected. A video tape and suitable log shall be kept and turned over to the OWNER.

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3.03 FLOW BYPASSING

A. The CONTRACTOR, when required, shall provide for the transfer of flow, through or around a section or sections of pipe that are to be repaired. The proposed bypassing system shall be acceptable in advance by the OWNER. The acceptance of the bypassing system in advance by the OWNER shall in no way relieve the CONTRACTOR of his responsibility and/or public liability. The flow bypassing shall be done in accordance with Section 02750 - Wastewater Flow Control.

Note: If the repair can be made in a few hours, bypass pumping may not be required. The placement carriage shall be equipped with a bypass section to allow flow once liner is pressed into place.

3.04 LINE OBSTRUCTIONS

A. It shall be the responsibility of the CONTRACTOR to clear the line of obstruction. If survey reveals an obstruction that cannot be removed by conventional cleaning equipment, the CONTRACTOR shall make a point repair excavation in accordance with Section 02757 - Point Repair of Sanitary Sewers, to uncover and remove or repair the obstruction. Such excavation shall be accepted in writing by the OWNER prior to the commencement of the work.

3.05 LINER INSTALLATION

A. Prior to liner installation, all active severe leaks which may affect the success of liner installation shall be stopped using chemical grout. The CONTRACTOR shall impregnate the liner with the 100 percent solids epoxy. Drop cloths, tarpaulins, and etc. shall be used to prevent epoxy material from contacting the adjacent ground. Place the liner on the placement carriage and maneuver carriage and liner into position with the use of a video camera. Force the liner against the inside wall of the damaged host pipe allowing epoxy resin to permeate into any cracks in the host pipe. Allow lines to cure for approximately 2 hours in accordance with the manufacturer's recommendations. Heat may be introduced to speed up curing time. Retract the placement carriage and remove from pipe.

B. After the sectional liner has been cured in place, the CONTRACTOR shall reconnect the service connections. Cutting of the liner pipe shall be done from the interior of the pipeline using a robotic cutter. Where holes are cut through the liner, they shall be neat and smooth in order to prevent blockage at the service connections. Cut-in service connections shall be opened to a minimum of 95 percent of the flow capacity of the building sewer. Cuts shall be wire-brushed to remove jagged edges. All coupons shall be recovered at the downstream manhole and removed. All reinstated service lateral connections (between the liner and the existing pipe) shall be grouted. The reinstatement of the service connections shall be a separate pay item.

3.06 ACCEPTANCE

A. The finished liner shall be continuous over the entire length of the installation. The liner shall be free from visual defects, damage, deflection, holes, delamination, uncured resin, and the like. There shall be no visible infiltration through the liner or from behind the liner.

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3.07 CLEANUP

A. After the liner installation has been completed and accepted, the CONTRACTOR shall clean up the entire project area and return the ground cover to grade. All excess material and debris not incorporated into the permanent installation shall be disposed of by the CONTRACTOR.

3.08 WARRANTY

A. The liner shall be certified by the manufacturer for specified material properties for a particular job. The manufacturer warrants the liner to be free from defects in raw materials for one year from the date of acceptance. During the warranty period, any defects which affect the integrity or strength of the liner shall be repaired at the CONTRACTOR's expense in a manner mutually agreed by the OWNER and the CONTRACTOR.

- END OF SECTION -

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 02765

CURED-IN-PLACE PIPE LINING

PART 1 -- GENERAL

1.01 SCOPE

A. It is the intent of this specification to provide for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube which is formed to the original conduit and cured to produce a continuous and tight fitting Cured-In-Place Pipe (CIPP).

B. The work specified in this Section includes all labor, materials, accessories, equipment and tools necessary to install and test cured-in-place pipe lining in main lines and in service laterals.

1.02 GENERAL

A. This specification references ASTM F1216 (Rehabilitation of pipelines by the inversion and curing of a resin-impregnated tube), ASTM F1743 (Rehabilitation of pipelines by pulled-in-place installation of a cured-in-place thermosetting resin pipe), and ASTM D790 (Test methods for flexural properties of unreinforced plastics) which are made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.

1.03 SUBMITTALS

A. The CONTRACTOR shall submit shop drawings and other information to the OWNER for review in accordance with Section 01300, "Submittals".

B. With the bid, the following submittals are required.

1. Documentation as outlined herein under the section titled, PRODUCT AND INSTALLER ACCEPTABILITY, including installation references of projects that are similar in size and scope to this project. The submittal shall include, at a minimum, the client contact name, phone number, and the diameter and footage of pipe rehabilitated. Documentation for product and installation experience must be satisfactory to the OWNER.

C. After contract award, the following submittals are required.

1. Detailed design calculations as specified herein under the section titled, MATERIALS FOR MAIN LINES AND LATERALS.

2. Various test results as specified herein under the section titled, TESTING REQUIREMENTS.

3. Documentation as specified herein under the sections titled WET-OUT AND CURE REPORT and TELEVISION SURVEY.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

1.04 PRODUCT AND INSTALLER ACCEPTABILITY

A. Since sewer products are intended to have a 50 year design life, and in order to minimize the OWNER'S risk, only proven products and installers with substantial successful long term track records will be approved.

B. Products and installers seeking approval must document an ability to meet all of the following criteria to be deemed commercially acceptable:

1. For a product to be considered commercially proven, a minimum of 1,000,000 linear feet or 4,000 manhole-to-manhole line sections of successful wastewater collection system installations in the U.S. must be documented to the satisfaction of the OWNER to assure commercial viability. In addition, at least 250,000 linear feet of the product shall have been in successful service within the State of Florida for a minimum of five years.

2. For an Installer to be considered as commercially proven, the installer must satisfy all insurance, financial, and bonding requirements of the OWNER, and must have had at least 5 (five) years active experience in the commercial installation of the product. For sewer mains, the installer must have successfully installed at least 250,000 feet of the product in wastewater collection systems in Florida. For sewer laterals, the installer must have successfully installed a minimum of 500 lateral liners in Florida. Acceptable documentation of these minimum installations must be submitted to the OWNER.

The CONTRACTOR shall have a State of Florida Underground Utility Contractor's License and must have been in business in the State of Florida for the last (5) five years in providing Cured-in-Place-Pipe Lining contracting services utilizing the product being proposed for this bid.

2. Sewer rehabilitation products submitted for approval must provide third party test results supporting the long term performance and structural strength of the product and such data shall be satisfactory to the OWNER. Test samples shall be prepared so as to simulate installation methods and trauma of the product. No product will be approved without independent third party testing verification.

PART 2 -- PRODUCTS

2.01 MATERIALS FOR MAIN LINES AND LATERALS

A. The sewn tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216 or ASTM F1743, Section 5. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge breaks and missing sections of the existing pipe, and stretch to fit irregular pipe sections. The new jointless pipe-within-a-pipe must fit tightly against the old pipe wall and consolidate all disconnected sections into a single continuous conduit, substantially reducing or eliminating infiltration or exfiltration.

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B. The wetout tube shall have a uniform thickness that when compressed at installation pressures will meet or exceed the Design thickness.

C. The tube shall be sewn to a size that when installed will tightly fit the internal circumference and length of the original pipe with minimal shrinkage, in such a way as to minimize water migration (tracking) between the liner and the host pipe. Allowance should be made for circumferential stretching during inversion, and longitudinal stretching during pull in. Overlapped layers of felt in longitudinal seams that cause lumps in the final product shall not be utilized.

D. The minimum tube length shall be that deemed necessary by the Contractor to effectively span the distance between the access points and to facilitate a good, "non-tracking" seal. The Contractor shall verify the lengths in the field before cutting liner to length and otherwise preparing it for installation.

E. The outside layer of the tube (before wetout) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate monitoring of resin saturation during the resin impregnation (wetout) procedure.

F. The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.

G. The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.

H. Seams in the tube shall be stronger than the unseamed felt.

I. The outside of the tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the Manufacturers name or identifying symbol. The tubes must be manufactured in the USA.

J. The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216 and ASTM F1743, the physical properties herein, and those which are to be utilized in the Design of the CIPP for this project. The resin shall produce CIPP which will comply with the structural and chemical resistance requirements of this specification.

K. The finished pipe in place shall be fabricated from materials which when cured will be chemically resistant to withstand internal exposure to domestic sewage. All constituent materials will be suitable for service in the environment intended. The final product will not deteriorate, corrode or lose structural strength that will reduce the projected product life. In industrial areas a liner system using epoxy vinyl ester resin shall be utilized and a polyester resin shall be used in non-industrial areas. The OWNER shall determine the type of appropriate resin to be utilized for each line segment.

L. The CIPP shall be designed as per ASTM F1216, Appendix X1. The CIPP design shall assume no bonding to the original pipe wall. The structural performance of the finished pipe must be adequate to accommodate all anticipated loads throughout its design life.

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M. The CIPP must have a minimum design life of fifty (50) years. The minimum design life may be documented by submitting life estimates by national and/or international authorities or specifying agencies. Otherwise, long-term testing and long-term in-service results (minimum ten (10) years) may be used, with the results extrapolated to fifty (50) years.

N. The CONTRACTOR must have performed long-term testing for flexural creep of the CIPP pipe material installed by his company. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (tube and resin) and general workmanship of the installation and curing. A percentage of the instantaneous flexural modulus value (as measured by ASTM D-790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Values in excess of 50% will not be applied unless substantiated by qualified third party test data. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in design.

O. The minimum required structural CIPP wall thickness shall be based on the physical and structural properties described herein and in accordance with the design equations in the appendix of ASTM F 1216, and the following design parameters:

Design Safety Factor	2.0
Retention Factor for Long-Term Flexural Modulus to be used in Design *(as determined by Long-Term tests described in paragraph 2.02.B)*	50 %
Ovality*	2 %
Water Table = Grade Elevation	ft.
Soil Depth (above crown)*	ft.
Soil Modulus	700 psi
Soil Density	120 pcf
Live Load	One H20 passing truck
Design Condition	Fully deteriorated
**Denotes information which can be provided here or in inspection video tapes or project construction plans. Multiple line segments may require a table of values.*	

P. The lining manufacturer shall submit to the OWNER for review complete design calculations for the liner, signed and sealed by a Professional Engineer registered in the State of Florida and certified by the manufacturer as to the compliance of his materials to the values used in the calculations. The buckling analysis shall account for the combination of dead load, live load, hydrostatic pressure and grout pressure (if any). The liner side support shall be considered as if provided by soil pressure against the liner. The existing pipe shall not be considered as providing any structural support. Modulus of soil reaction shall be 700, corresponding to a moderate degree of compaction of bedding and a fine-grained soil as shown in AWWA Manual M45, Fiberglass Pipe Design.

Q. As part of the design calculation submittal, the liner manufacturer shall submit a tabulation of time versus temperature. This tabulation shall show the lengths of time that exposed portions of the liner will endure without self-initiated cure or other deterioration beginning. This tabulation shall be at five degree Fahrenheit increments ranging from 70 degrees F to 100 degrees F. The manufacturer shall also submit his analysis of the progressive effects of such "pre-cure" on the insertion and cured properties of the liner. This information shall

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be submitted in a timely fashion prior to the preconstruction conference so that the OWNER may set procedures for dealing with such an instance caused by construction delays.

R. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If separation of the layers occurs during testing of field samples, new samples will be cut from the work. Any reoccurrence may cause rejection of the work.

S. Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness computation.

T. Liner shall be neither accepted nor installed until design calculations are acceptable to the OWNER. Liner shall be as manufactured by Insituform Technologies, Inc., 702 Spirit 40 Avenue, Chesterfield, MO 63005, Phone No. 800-325-1159, or approved equal.

2.02 STRUCTURAL REQUIREMENTS FOR MAIN LINES

A. Since the pipe strength is related to the uniformity and density of the pipe wall, only resin vacuum impregnation will be allowed. Resin impregnation without vacuum entraps air and creates voids which weaken the pipe wall. If reinforcing materials (fiberglass, etc.) are used, the reinforcing material must be fully encapsulated within the resin to assure that the reinforcement is not exposed, either to the inside of the pipe or at the interface of the CIPP and the existing pipe.

B. The design for the CIPP wall thickness will be based on the following strengths, unless otherwise submitted to and approved by the OWNER.

Property	Test Method	Cured Composite per ASTM F1216
Flexural Modulus of Elasticity	ASTM D-790	250,000 psi
Flexural Stress	ASTM D-790	4,500 psi

2.03 STRUCTURAL REQUIREMENTS FOR SERVICE LATERALS

A. The design for the CIPP wall thickness will be based on the following strengths, unless otherwise submitted to and approved by the OWNER:

Property	Test Method	Cured Composite per ASTM F1216
Flexural Modulus of Elasticity	ASTM D-790	250,000 psi
Flexural Stress	ASTM D-790	4,500 psi

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2.04 REQUIREMENTS FOR MAINLINE/LATERAL CONNECTIONS

A. Mainline/Lateral Connection Interface Seal

1. The interface seal shall provide a water tight connection between the lateral (service connection) and the mainline pipe. The lateral and mainline pipe may or may not have liners installed. If the interface seal requires insertion, the interface seal shall be completely installed via remote device without any excavation. The interface seal between the lateral and the mainline sewer pipe shall be compatible with the lateral pipe (either lined or unlined) and the sewer pipe (either lined or unlined). The interface seal shall have structural properties in accordance with ASTM F1216. The interface seal shall meet the 50 year design life of the CIPP lateral liner.

2. The interface seal shall be a polyester impregnated, corrosion resistant fiberglass insert with an epoxy component. The seal shall be of one-piece construction and shall be designed such that when expanded shall tightly fit both Tee and Wye connections at the interface between the main line and the lateral sewer. The seal shall extend into the mainline so as to provide a 3-inch "brim" and shall provide a minimum of eight-inch overlap inside the lateral pipe. An epoxy sealant rated for piping applications shall be applied to the interface seal to ensure that there is a watertight connection between the mainline pipe whether lined or unlined and the lateral pipe whether lined or unlined.

3. Where the OWNER has indicated the installation of 4-inch and 6-inch CIP lateral liner with mainline/lateral connection interface seal up to 16 feet in depth, the connection, with a minimum 3-inch "brim" to create a watertight seal inside the main (lined or unlined), shall be either integrally manufactured to the lateral liner or achieved with the installation of an interface seal.

4. The integrally manufactured lateral liner and mainline connection shall be as manufactured by Insituform Technologies, Inc., 702 Spirit 40 Park Drive, Chesterfield, MO 63005, (800)234-2992, or approved equal. The interface seal connection shall be as manufactured by Cosmic Soudermasthinenbau, Kasten, Austria, and distributed by AMerik Supplies, Inc., 2600 Ainsley Ct., Marietta, GA 30066, (770)924-2899, or approved equal.

2.05 TESTING REQUIREMENTS

A. Chemical Resistance - The CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical testing requirements.

B. Hydraulic Capacity - Overall, the hydraulic profile shall be maintained as large as possible. The CIPP shall provide at least 100 percent of the flow capacity of the original pipe before rehabilitation. In lieu of actual measurements, calculated capacities may be derived using commonly accepted equations and values of the Manning flow coefficients (designated "n" coefficients). The original pipe material and condition at the time of reconstruction will determine the Manning coefficient used in the host pipe. A Manning coefficient of 0.009 for a jointless, relatively smooth-wall cured-in-place pipe will be used for the lateral CIPP flow calculation.

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C. CIPP Field Samples - When requested by the OWNER, the CONTRACTOR shall submit test results from field installations in the USA of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified herein have been achieved in previous field applications.

D. Prior to any liner installation, the CONTRACTOR shall submit technical data sheets showing the physical and chemical properties and infrared spectrum analysis per ASTM E1252 (chemical fingerprint) of the proposed resin system as modified for the cured-in-place process. Additionally, copies of the certificates of analysis for resin used on the project must be made available to the OWNER. The CONTRACTOR shall test each lot of resin used by conducting infrared spectrum analyses on field samples. These analyses shall be conducted at the CONTRACTOR's expense.

E. The CONTRACTOR shall provide resin samples as directed by the OWNER during the duration of the project and infrared spectrography chemical fingerprints shall be run and compared to the submitted fingerprint to verify the resin used is the resin submitted for use on this project. These analyses shall be conducted at the OWNER's expense.

F. In the case of liner installation performed under this contract, CIPP samples shall be prepared and physical properties tested in accordance with ASTM F1216 or ASTM F1743, Section 8, using either method proposed.

1. The CONTRACTOR shall submit a method to the OWNER, for approval, to obtain representative samples from the installed liners. These samples will be tested by the OWNER, at the OWNER's expense, to verify compliance with the installed material specifications. The CONTRACTOR shall produce these test samples when so directed by the OWNER. The OWNER reserves the right to request samples from as many as 10 percent of the liners installed, unless a pattern of failure occurs. In this case, the CONTRACTOR will be requested to provide a greater quantity of samples, up to 25 percent, at no additional cost, and the CONTRACTOR shall bear all costs of this additional testing. Liners which do not pass these material tests will be accepted at reduced payment or rejected pursuant to Section 01025.

2. The cost for sample collection shall be included in the bid price for rehabilitation.

3. Test specimens shall be marked in indelible ink with the appropriate lateral or main section, work order number, date of installation, and orientation to the top of the pipe (direction of up) so the results can be correlated to the field work performed. All test results shall use this designated labeling as a reference.

4. The extraction and labeling of test specimens shall be done in the presence of the OWNER. The OWNER and CONTRACTOR shall, upon completion of sample extraction and labeling, both sign a chain-of-custody form that shall subsequently accompany the sample at all times and shall ultimately be received and signed at the testing laboratory. Test reports shall include a copy of the chain-of-custody form with all signatures to ensure that reported test results are for the correct sample.

5. The flexural properties must meet or exceed the values specified herein.

6. Wall thickness of samples shall be determined as described in paragraph 8.1.6 of ASTM F1743.

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7. Visual inspection of the CIPP shall be by closed-circuit television.

PART 3 -- EXECUTION

3.01 CLEANING/SURFACE PREPARATION

A. It shall be the responsibility of the CONTRACTOR to clean the pipeline with a high-pressure water jet and to remove all internal debris out of the pipeline in accordance with Section 02751, "Cleaning and Root Removal".

3.02 SEWER REPAIRS

A. Any protruding pieces of concrete, dropped joints or broken pipe shall be subjected to point repairs so that the pipe is left in a clean smooth condition in all respects ready for lining, unless otherwise jointly determined by the Contractor and the OWNER that the defect will not compromise the integrity of the liner.

B. If conditions such as broken pipe and major blockages are found that will prevent proper cleaning, or where additional damage would result if cleaning is attempted or continued, the CONTRACTOR, with the advance concurrence of the OWNER, shall perform the necessary point repair(s), and then complete the cleaning.

3.03 JOINT, CRACK, ANNULAR SPACE, AND LINER END CHEMICAL SEALING

A. Prior to cured-in-place liner installation, all active leaks of a magnitude to compromise the integrity of the liner shall be stopped using chemical grout, at no additional cost to the OWNER.

B. Materials used on this Project shall have the following properties: react quickly to form a permanent watertight seal; resultant seal shall be flexible and immune to the effects of wet/dry cycles; non-biodegradable and immune to the effects of acids, alkalis, and organics in sewage; component packaging and mixing compatible with field conditions and worker safety; extraneous sealant left inside pipe shall be readily removable; and shall be compatible with the CIPP liner resin system utilized. The chemical sealing materials shall be acrylic resin type and shall be furnished with activators, initiators, inhibitors and any other materials recommended by the manufacturer for a complete grout system. Sealing grout shall be furnished in liquid form in standard manufacturer's containers. Sealing grout shall be AV-100 manufactured by Avanti International, Houston, Texas (1-800-877-2570), or approved equal.

C. The Contractor shall modify his equipment as necessary to seal the leaks, however both his equipment and sealing method must meet the approval of the OWNER prior to use. Extreme caution shall be utilized during leak sealing (pressure) operations in order to avoid damaging the already weakened sewer pipe. If any damage occurs, it shall be repaired at the CONTRACTOR's cost and to the satisfaction of the OWNER. Excessive pumping of grout which might plug a service lateral shall be avoided. Any service laterals blocked by the grouting operation shall be cleared immediately by the Contractor.

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3.04 FLOW CONTROL

A. Flow control shall be exercised as required to ensure that no flowing sewage comes into contact with sections of the sewer under repair. See Section 02750, "Wastewater Flow Control" for additional information.

3.05 LINER INSTALLATION FOR MAIN LINES AND LATERALS

A. The pre-lining video of the prepared pipe shall be reviewed and be acceptable to the OWNER for cleanliness and smoothness before the CONTRACTOR begins to line the pipe.

B. The CONTRACTOR shall present to the OWNER, for review, a description of his methods for avoiding liner stoppage due to conflict and friction with such points as the manhole entrance and the bend into the pipe entrance. He shall also present plans for dealing with a liner stopped by snagging within the pipe. This information shall be rendered to the OWNER in a timely fashion prior to the preconstruction conference.

C. The CONTRACTOR shall immediately notify the OWNER of any construction delays taking place during the insertion operation. Such delays shall possibly require sampling and testing by an independent laboratory of portions of the cured liner at the OWNER's discretion. The cost of such test shall be born by the CONTRACTOR and no extra compensation will be allowed. Any failure of sample tests or a lack of immediate notification of delay shall be automatic cause for rejection of that part of the work at the OWNER's discretion.

D. The CONTRACTOR shall designate a location where the tube will be impregnated with resin prior to installation. The CONTRACTOR shall allow the OWNER and/or OWNER to inspect the materials and the "wet-out" procedure.

E. The CONTRACTOR shall submit construction schedules for advance approval by the OWNER. At no time will any service lateral remain inoperative for more than an eight (8)-hour period. Any service that will be out of service for more than eight (8) hours will be temporarily by-passed into a mainline sanitary sewer, at the CONTRACTOR's expense.

F. The materials and processes must be reasonably available for pre-installation, installation and post-installation inspections. Areas which require inspection include, but are not limited to, the following:

1. Product materials should exhibit sufficient transparency to visually verify the quality of resin impregnation.

2. Temperature sensing devices, such as thermocouples, shall be located between the existing pipe and the CIPP to ensure the quality of the cure of the wall laminate.

3.06 LINER INSTALLATION FOR MAIN LINES

A. After the inversion is complete, the CONTRACTOR shall supply a suitable heat source and water recirculation equipment to circulate heated water throughout the pipeline. The equipment shall be capable of delivering hot water throughout the pipeline to uniformly raise the water temperature to a level required to effectively cure the resin. The heat source shall

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be fitted with suitable monitors to gauge the temperature of the incoming and outgoing water supply. Another such gage shall be placed between the tube and the host pipe at the termination end at or near the bottom to determine the temperatures during cure. Water temperature in the pipe during the cure period shall be as recommended by the resin manufacturer.

B. Initial cure shall be deemed complete when the exposed portions of the tube appear to be hard and sound and the temperature sensor indicates that the temperature is of a magnitude to realize an exotherm. The cure period shall be of a duration recommended by the resin manufacturer and may require continuous recirculation of the water to maintain the temperature. The CONTRACTOR shall have on hand at all times, for use by his personnel and the OWNER, a digital thermometer or other means of accurately and quickly checking the temperature of exposed portions of the liner.

C. CIPP installation shall be in accordance with ASTM F1216, Section 7, or ASTM F1743, Section 6, with modifications as listed herein.

D. Resin Impregnation: The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used. To insure thorough resin saturation throughout the length of the felt tube, the point of vacuum shall be no further than 25 feet from the point of initial resin introduction. After vacuum in the tube is established, a vacuum point shall be no further than 75 feet from the leading edge of the resin. The leading edge of the resin slug shall be as near to perpendicular as possible. A roller system shall be used to uniformly distribute the resin throughout the tube. If the Installer uses an alternate method of resin impregnation, the method must produce the same results. Any alternate resin impregnation method must be proven.

E. Tube Insertion: The wetout tube shall be positioned in the pipeline using either inversion or a pull-in method. If pulled into place, a power winch should be utilized and care should be exercised not to damage the tube as a result of pull-in friction. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.

F. Temperature gauges shall be placed inside the tube at the invert level of each end to monitor the temperatures during the cure cycle.

G. Curing shall be accomplished by utilizing hot water under hydrostatic pressure in accordance with the manufacturer's recommended cure schedule.

H. Cooldown: The CONTRACTOR shall cool the hardened pipe to a temperature below 100 F before relieving the hydrostatic head. Cooldown may be accomplished by the introduction of cool water into the inversion standpipe to replace water being pumped out of the manhole. Care should be taken in release of static head so that vacuum will not be developed that could damage the newly installed liner.

I. Finish: The new pipe shall be cut off in the manhole at a suitable location. The finished product shall be continuous over the length of pipe reconstructed and be free from dry spots, delamination and lifts. Should the liner not make a tight seal at the inside manhole wall, a watertight seal shall be made by use of extra polyester fiber felt and epoxy resin.

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Pipe entries and exists shall be smooth, free of irregularities, and watertight. No visible leaks shall be present and the CONTRACTOR shall be responsible for grouting to remove leaks or fill voids between the host pipe and the liner. During the warranty period, any defects which will affect the integrity or strength of the product shall be repaired at the CONTRACTOR's expense, in a manner mutually agreed upon by the OWNER and the CONTRACTOR.

3.07 REINSTATEMENT OF SERVICE LATERALS, BRANCH CONNECTIONS, AND DROP MANHOLE CONNECTIONS

A. After the pipe has been cured in place, the CONTRACTOR shall reconnect the existing service connections. This shall be done from the interior of the pipeline without excavation using a robotic cutter. Where holes are cut through the liner, they shall be neat and smooth in order to prevent blockage at the service connections. Cut-in service connections shall be opened to a minimum of 95 percent of the flow capacity of the building sewer. Cuts shall be wire-brushed to remove jagged edges. All coupons shall be recovered at the downstream manhole and removed. The CONTRACTOR shall stop all visible leaks, including at service connections as required. All reinstated service lateral connections (between the liner and the existing pipe) shall be grouted. The reinstatement of the service connections shall be a separate pay item.

B. It is the intent of these specifications that service laterals be reopened without excavation, utilizing a remote controlled cutting device, monitored by a video TV camera. The Contractor shall certify he has a minimum of 2 complete working cutters plus spare key components on the site before each liner installation. No additional payment will be made for excavations for the purpose of reopening connections and the Contractor will be responsible for all costs and liability associated with such excavation and restoration work.

C. Unless otherwise directed by the OWNER, all laterals will be reinstated. The OWNER will provide specific direction concerning any laterals that will be abandoned and will therefore not require reinstatement. The CONTRACTOR shall abandon a lateral by not reinstating the lateral only with the written consent of the OWNER.

D. The language in this section applies equally to branch connections and drop manhole connections.

3.08 LINER INSTALLATION FOR SERVICE LATERALS

A. The lateral CIPP usually requires an access point to be established at the reconstruction termination point remote from the mainline pipe. The authorization for the access point and required location and excavation shall be obtained and performed by the OWNER of the system. The OWNER may install a clean-out, if required. The clean-out will be constructed of a polyvinyl chloride fitting or its equivalent with a riser pipe of equal diameter to the service pipe. The riser will be extended to the existing grade elevation and capped.

B. The lateral CIPP shall be installed to affect a bond with the mainline invert-and-cure pipe to substantially reduce or eliminate the infiltration into the mainline pipe. The mainline pipe opening shall be prepared to accept the lateral CIPP. The lateral CIPP will protrude into the mainline pipe and form a seal with the inside surface of the mainline invert-and-cure pipe surface. The bonding area of the lateral CIPP and the mainline invert-and-cure pipe shall be maximized to obtain the best possible bond. The protrusion shall not inhibit the closed

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circuit television post video inspection of the mainline or service lateral pipes, inhibit flow, or encourage solids deposition.

3.09 ACCEPTANCE

A. The finished liner shall be continuous over the entire length of the installation. The liner shall be free from visual defects, damage, deflection, holes, delamination, uncured resin, and the like. No pinholes, cracks, thin spots, dry spots, or other defects in the liner will be permitted. There shall be no visible infiltration through the liner or from behind the liner at manholes and service connections. Cut-ins and attachments at service connections shall be neat and smooth.

B. Ridges or wrinkles in the installed liner shall be accepted or rejected at the sole discretion of the OWNER. If, in the opinion of the OWNER, such defects could cause structural weakening of the liner, impede the progress of a camera during internal television inspection, or encourage solids deposition and potential interruptions to flow, such defects shall be corrected at the CONTRACTOR's expense in a manner acceptable to the OWNER.

3.10 WET-OUT AND CURE REPORT

A. The CONTRACTOR shall submit "wet out" and "cure" reports documenting the specific details of the liner's vacuum impregnation and saturation with resin and the CIPP installation of the liner. A copy of all "wet out" and "cure" records shall be made available to the OWNER upon request, and shall be turned over to the OWNER on a weekly basis and prior to request for payment. If the "wet out" and "cure" reports are not presented prior to a payment request for a repair work order, payment for the work will not be made and the request will be rejected. At a minimum, this report shall include, in addition to CONTRACTOR and Contract identification:

1. Line identification and location
2. Wet-out date
3. Sample identification(s) and technician
4. Installation (in sewer) date
5. Host sewer pipe inside diameter
6. Liner thickness
7. Liner length
8. Liner and resin batch numbers
9. Resin type
10. Wet out length
11. Quantity of resin and catalyst utilized

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12. Wet out technicians

13. Time wet out started and completed

14. Applicable remarks

15. Boiler and liner heating fluid pressure and temperature versus time log during cure period

16. Cool down report

3.11 CLEANUP

A. After the liner installation has been completed and accepted, the CONTRACTOR shall cleanup the entire project area and return the ground cover to the original or better condition. All excess material and debris not incorporated into the permanent installation shall be disposed of by the CONTRACTOR.

3.12 TELEVISION SURVEY

A. Television survey, including Preconstruction Survey, Post Construction Survey, and Warranty Survey, as indicated in Section 02752 "Television Survey", is required for all cured-in-place lining, including main lines and service laterals, and shall be completed within 2 weeks of liner installation.

3.13 PUBLIC NOTIFICATION

A. The Contractor shall make every effort to maintain service usage throughout the duration of the project. In the event that a service will be out of service, the maximum amount of time of no service shall be 8 hours for any property served by the sewer. A public notification program shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and when the sewer will be off-line. The Contractor shall also provide the following:

1. Whether or not an interruption in service is expected, written notice to be delivered to each home or business the day prior to the beginning of work being conducted on the section, and a local telephone number of the Contractor the home or business can call to discuss the project or any problems which could arise.
2. Personal contact with any home or business which cannot be reconnected within the time stated in the written notice.

3.14 WARRANTY

A. The liner shall be certified by the manufacturer for specified material properties for a particular job. The manufacturer warrants the liner to be free from defects in raw materials for one year from the date of acceptance. During the warranty period, any defects which affect the integrity or strength of the pipe shall be repaired at the CONTRACTOR's expense in a manner mutually agreed by the OWNER and the CONTRACTOR.

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– END OF SECTION –

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SECTION 02770

CURED-IN-PLACE T-LINER

PART 1 -- GENERAL

1.01 SCOPE

A. The work specified in this section consists of providing for the reconstruction of a particular mainline section and the adjacent lateral sewer pipe without excavation while providing a one piece leak free connection at the interface of the mainline and lateral pipelines.

1.02 GENERAL

A. The reconstruction will be accomplished using a non-woven fabric tube of particular length and a thermoset resin with physical and chemical properties appropriate for the application. The lateral tube within a translucent inversion bladder is vacuum impregnated with the resin then placed inside a protective carrying device. The mainline liner that is physically attached to the lateral tube is affixed around a rigid "T" launching device. The "T" launching device and protective carrying device are winched into the existing sewer. When the "T" launching device is properly positioned at the lateral connection, the mainline liner is inflated and the resin saturated tube is inverted up through the lateral pipe, using air or water pressure, by the action of the inversion bladder. Once the tube/resin composite is cured, the inversion bladder and launching/carrying devices are removed. The cured-in-place mainline/lateral connection repair system shall be "T-Liner" as manufactured by LMK Enterprises, Inc., or approved equal.

1.03 SUBMITTALS

A. The CONTRACTOR shall submit shop drawings, samples of materials, and other information to the OWNER for review in accordance with Section 01300, "Submittals". Included shall be design calculations for the work.

1.04 QUALIFICATIONS

A. The Qualifications of the CONTRACTOR shall be submitted prior to contract award. These Qualifications shall include detailed descriptions of the following:

1. Name, business address and telephone number of the CONTRACTOR.

2. Name(s) of all supervisory personnel to be directly involved with this project.

3. The CONTRACTOR shall sign and date the information provided and certify that to the extent of his knowledge, the information is true and accurate, and that the supervisory personnel will be directly involved with and used on this project. Substitutions of personnel and/or methods will not be allowed without written authorization of the OWNER.

4. Specialty technicians shall be certified by the equipment manufacturer and/or its authorized representative. Certifications shall be submitted to the OWNER.

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5. The CONTRACTOR shall provide his references of previous project lists going back two years including his customers' names, addresses, and telephone numbers.

6. To be acceptable, a minimum of 400 T-Liner installations must be documented.

7. To be acceptable, the installer must have had a minimum of two (2) years active experience in the commercial installation of the product.

PART 2 -- PRODUCTS

2.01 GENERAL

A. The finished liner shall be fabricated from material as specified in this section which when cured will be resistant to the corrosive effects of the raw sewage and hydrogen sulfide.

2.02 LINER SIZING

A. The liner shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit to be repaired as specified by the OWNER.

2.03 LINER MATERIAL

A. The liner shall be one piece and will consist of a lateral portion and the mainline portion with one or more layers of flexible needled felt or an equivalent non-woven material. The liner will be continuous in length and the wall thickness shall be uniform. No overlapping sections shall be allowed in the circumference or the length of the lateral liner. The tube will be capable of conforming to offset joints, bells, and disfigured pipe sections. The mainline liner will be flat with one end overlapping the second end and sized accordingly to create a circular lining equal to the diameter of the mainline pipe. The resin will be polyester or vinyl ester with proper catalysts as designed for the specific application. The cured-in-place pipe shall provide a smooth bore interior. Each installation shall have a design report documenting the design criteria for a fully deteriorated pipe section, relative to the hydrostatic pressures, depth of soil cover, and type of soil. The mainline sectional liner shall be a full-circle 16-inch long CIPP liner integrally manufactured to the lateral liner providing a seamless connection between the mainline pipe liner and the lateral liner. Installation will be accomplished remotely using air or water for inversion and curing. The cured pipe repair system shall be watertight and shall conform to the existing pipe and eliminate any leakage or connection to the outside of the host pipe/service.

B. The composite of the materials above will, upon installation inside the host pipe, exceed the minimum test standards specified by the American Society for Testing Methods.

Item	Test Value	Reference Standard
Flexural Strength	4,500 psi	ASTM D 790
Flexural Modulus	250,000 psi	ASTM D 790

2.04 LINER DESIGN

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A. The minimum required structural CIPP wall thickness shall be based on the physical properties described above and in accordance with the design equations in the appendix of ASTM F 1216, and the following design parameters:

Design Safety Factor	2.0
Retention Factor for Long-Term Flexural Modulus to be used in Design	50 %
Ovality*	2 %
Groundwater Depth = Pipe Depth (above invert)*	ft.
Soil Depth (above crown)*	ft.
Soil Modulus	700 psi
Soil Density	120 pcf
Live Load	One H20 passing truck
Design Condition	Fully deteriorated
**Denotes information which can be provided here or in inspection video tapes or project construction plans. Multiple line segments may require a table of values.*	

B. The lining manufacturer shall submit to the OWNER for review complete design calculations for the liner, signed and sealed by a Professional Engineer registered in the State of Florida and certified by the manufacturer as to the compliance of his materials to the values used in the calculations. A safety factor of 2 shall be applied in the design calculation. The host pipe shall be considered fully deteriorated. The liner shall be designed to withstand a live load equivalent to one H-20 passing truck plus all pertinent dead loads, hydrostatic pressure and grout pressure (if any). For design purposes, the water table shall be considered at grade elevation. The liner shall be designed in accordance with ASTM F 1216. The buckling analysis shall account for the combination of dead load, live load, hydrostatic pressure and grout pressure (if any). The liner side support shall be considered as if provided by soil pressure against the liner. The existing pipe shall not be considered as providing any structural support. Modulus of soil reaction shall be 700, corresponding to a moderate degree of compaction of bedding and a fine-grained soil as shown in AWWA Manual M45, Fiberglass Pipe Design.

C. Liner shall be neither accepted nor installed until design calculations are acceptable to the OWNER.

PART 3 -- EXECUTION

3.01 CLEANING SEWER LINES

A. Prior to any lining of a pipe so designated, it shall be the responsibility of the CONTRACTOR to remove internal deposits from the pipeline in accordance with Section 02751 - Preparatory Cleaning and Root Removal. Both mainline and lateral line shall be cleaned.

3.02 TELEVISION SURVEY

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A. Television survey shall be performed in accordance with Section 02752 - Television Survey, including Preconstruction and Post Construction Surveys. Both main line and lateral line shall be televised.

B. The interior of the pipeline shall be carefully surveyed to determine the locations and extent of any structural failures. The location of any conditions which may prevent proper installation of lining materials into the pipelines shall be noted so that these conditions can be corrected. A video tape and suitable log shall be kept and turned over to the OWNER.

3.03 FLOW BYPASSING

A. The CONTRACTOR, when required, shall provide for the transfer of flow, through or around section or sections of pipe that are to be repaired. The proposed bypassing system shall be acceptable in advance by the OWNER. The acceptance of the bypassing system in advance by the OWNER shall in no way relieve the CONTRACTOR of his responsibility and/or public liability. The flow bypassing shall be done in accordance with Section 02750 - Wastewater Flow Control.

Note: If the repair can be made in a few hours, bypass pumping may not be required. The placement carriage shall be equipped with a bypass section to allow flow once liner is pressed into place.

3.04 LINE OBSTRUCTIONS

A. It shall be the responsibility of the CONTRACTOR to clear the line of obstruction. If survey reveals an obstruction that cannot be removed by conventional cleaning equipment, the CONTRACTOR shall make a point repair excavation in accordance with Section 02757 - Point Repair of Sanitary Sewers to uncover and remove or repair the obstruction. Such excavation shall be accepted in writing by the OWNER prior to the commencement of the work.

3.05 LINER INSTALLATION

A. The tube is inspected for tears and frayed sections. The tube, in good condition, will be vacuum impregnated with the thermostat resin. The resin will be introduced into the tube creating a slug of resin at the beginning of the tube. A calibration roller will assist the resin slug to move throughout the tube. All air in the tube shall be removed by vacuum allowing the resin to thoroughly impregnate the tube. All resin shall be contained to ensure no public property or persons are exposed to the liquid resin. The mainline liner will be saturated upon a wet-out platform. The resin impregnated sample (wick), shall be retained by the installer to provide verification of the curing process taking place in the host pipe.

B. The saturated tube along with the inversion bladder will be inserted into the carrying device. The mainline liner is affixed on the "T" launching device. Both the launching and carrying device is pulled into the pipe using a cable winch. The pull is complete when the open port of the "T" launching device is aligned with the interface of the service connection and mainline pipe. The resin saturated lateral tube is completely protected during the pull. No resin shall be lost by contact with manhole walls or the pipe during the pull. The resin saturated mainline liner is supported upon the rigid "T" launcher that is elevated above the pipe invert by means of rotating skid system. The mainline liner should not be contaminated or diluted by exposure to dirt, debris, or water during the pull.

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C. The installer shall document the placement of the "T" Liner by internal video inspection with the camera being inserted from the lateral pipe down to the mainline pipe.

D. The mainline liner is expanded against the mainline pipe and lateral tube is inverted out of the "T" launcher/carrying device by controlled air or water pressure. The installer shall be capable of viewing the lateral liner contacting the lateral pipe from the beginning to the end of the repair. The mainline liner and the lateral tube are held tightly in place against the wall of the host pipe by controlled pressure until the cure is complete.

E. When the curing process is complete, the pressure will be released. The inversion bladder and launching device shall be removed from the host pipe with the winch. No barriers, coatings, or any material other than the cured tube/resin composite, specifically designed for desirable physical and chemical resistance properties, should ever be left in the host pipe. Any materials used in the installation other than the cured tube/resin composite are to be removed from the pipe by the installer.

3.06 ACCEPTANCE AND TESTING

A. The finished liner shall be continuous over the entire length of the installation. The liner shall be free from visual defects, damage, deflection, holes, delamination, uncured resin, and the like. There shall be no visible infiltration through the liner or from behind the liner.

B. Verification of a non-leaking lateral liner and service connection shall require an air test in accordance with the following specifications. Testing shall be performed at the OWNER'S discretion but at a frequency not to exceed one test for every ten T-liners installed. The cost for the test shall be included in the T-liner installation cost, and no separate payment shall be made.

1. A camera shall be inserted into the lateral pipe via a clean-out upstream of the upper most portion of the cured in-place lateral liner. The camera is then moved through the lateral pipe until it becomes positioned at the lateral/main connection. The camera is utilized to assist in positioning and placing a pair of plugs in the mainline on either side of the lateral opening. A pair of test plugs with a minimum of a ten-inch clear separation shall be centered on the lateral opening and spanning the brim of the lined connection.

2. Next, an air test plug shall be introduced into the lateral pipe by use of the clean-out opening. The test plug will be placed not more than five inches inside of the cured in-place lateral liner at its upper most portion. The test plug shall be inflated and sealed against the upper most portion of the cured in-place lateral liner.

3. The pair of plugs within the mainline are then inflated and sealed across the service connection.

4. Air-pressure not less than 4 PSI shall be introduced through the test plug. The void area between the three plugs shall be pressurized at 4 PSI, held for 3 minutes and during this time the pressure shall not drop below 3.5 PSI.

5. If an installed cured in-place lateral liner fails the specified air test, the following corrective measures shall be taken.

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a. The cured in-place lateral liner shall be re-inspected by use of a closed circuit television camera in attempt to identify the defect.

b. Any repairs made shall consist of materials that are structural and meet or exceed the same criteria as the cured in-place lateral liner is required to meet in a domestic sewer collection system. Such materials shall have a minimum life expectancy of 50 years in accordance with ASTM F-1216-93 Appendix X1 Design Considerations and Appendix X2 Chemical-Resistance Test.

c. Once the defect has been corrected, the renewed lateral pipe shall be re-tested in accordance with the air test procedure as described above.

d. Any corrective measures shall be performed at the CONTRACTOR's expense.

6. If any of the air tests fail, the OWNER at its option may require the CONTRACTOR to test an additional lateral at no additional charge to the OWNER. If a second air test shall fail, the OWNER at its option may require the CONTRACTOR to test additional or all of the installed cured in-place lateral linings at no additional charge to the OWNER.

3.07 CLEANUP

A. After the liner installation has been completed and accepted, the CONTRACTOR shall clean up the entire project area and return the ground cover to grade. All excess material and debris not incorporated into the permanent installation shall be disposed of by the CONTRACTOR.

3.08 WARRANTY

A. The liner shall be certified by the manufacturer for specified material properties for a particular job. The manufacturer warrants the liner to be free from defects in raw materials for one year from the date of acceptance. During the warranty period, any defects which affect the integrity or strength of the pipe shall be repaired at the CONTRACTOR's expense in a manner mutually agreed by the OWNER and the CONTRACTOR.

– END OF SECTION –

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SECTION 02900

LANDSCAPING

Part 1 - GENERAL

1.01 THE REQUIREMENT

A. Items specified in this Section include the installation of new landscaping, or repairs to existing landscaped and grassed areas that may be damaged or disturbed by CONTRACTOR activities.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 02510 - Asphaltic Concrete Pavement
B. Section 02210 - Earth Excavation, Backfill, Fill and Grading
C. Section 02930 - Sodding

1.03 SUBMITTALS

A. The CONTRACTOR shall submit submittals for review in accordance with the Section 01300 - Submittals.

1.04 DEFINITIONS

A. The phrase "DOT Specifications" shall refer to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The DOT Specifications are referred to herein and are hereby made a part of this Contract to the extent of such references, and shall be as binding upon the Contract as though reproduced herein in their entirety.

1.05 PROTECTION OF EXISTING IMPROVEMENTS

A. The CONTRACTOR shall be responsible for the protection of all pavements and other improvements within the work area. All damage to such improvements, as a result of the CONTRACTOR'S operations, beyond the limits of the work of pavement replacement shall be repaired by the CONTRACTOR at his expense.

1.06 GUARANTEE

A. The CONTRACTOR shall guarantee all trees, ground cover or shrubs planted or replanted under this Contract for a period of one year beyond acceptance of the project. In the event that any new tree, plant or shrub dies within the guarantee period, the CONTRACTOR shall be responsible for replacement in kind. In the event that a transplanted (reused) tree dies within the guarantee period, the CONTRACTOR shall be responsible for replacement in kind,

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except that the maximum height of any new tree shall be eight feet as measured from the ground surface, once planted, to the top of the tree.

Part 2 - PRODUCTS

2.01 REPLACEMENT TREES, GROUND COVER AND SHRUBS

A. Replacement trees, ground cover and shrubs shall be of the same type and size and sound, healthy and vigorous, well branched and densely foliated when in leaf. They shall have healthy, well developed root systems and shall be free of disease and insect pests, eggs or larvae.

2.02 MULCH

A. Mulch shall be windproof shredded eucalyptus, mulch shall be clean, fresh, free of branches and other foreign matter. Mulch shall be used around all shrubs, ground covers and tree trunks, and placed to a minimum depth of 2 inches extending from the tree trunk outward two feet. Mulch shall not be placed within 6 inches of tree trunks.

2.03 GRAVEL BEDS

A. Filter Fabric: Filter fabric shall be nonwoven polyester material Trevia Type 1120 as manufactured by Hoechst Fibers Industries, or equal. Fabric weight shall be 6 ounces per square yard, puncture strength maximum 40 pounds, minimum Flux 240 gallons per minute per square foot. Fabric shall be installed in accordance with the manufacturer's recommendations, with precautions taken to avoid tearing the fabric. Fabric shall be laid in strips with a minimum overlap of one foot.

B. Limerock: Limerock shall meet ASTM A57 standards and shall be prewashed. Maximum size shall be 3/4 inches. Limerock shall be carefully placed and spread on the fabric to a minimum depth of 6 inches. Final grades and locations shall be as designated on the Drawings.

Part 3 - EXECUTION

3.01 GRADING AND SODDING

A. The CONTRACTOR shall re-grade the work areas disturbed by his construction activities to the existing grade prior to commencement of construction.

B. Sodding shall be as required by Specification Section 02930, "Sodding".

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SECTION 02900

LANDSCAPING

3.02 TREES, GROUND COVER AND SHRUBS

A. Excavation and Plant Holes: Plant hole excavations shall be roughly cylindrical in shape, with the side approximately vertical. Plants shall be centered in the hole. Bottoms of the holes shall be loosened at least six inches deeper than the required depth of excavation.

B. Holes for balled and burlaped plants shall be large enough to allow at least eight inches of backfill around the earth ball. For root balls over 18 inches in diameter, this dimension shall be increased to 12 inches. Where excess material has been excavated from the plant hole, the excavated material shall be disposed of as and where directed by the ENGINEER.

C. Setting of Plants: When setting plants in holes the CONTRACTOR shall make sure that, when lowered into the hole, the plant shall:

1. Rest on a prepared hole bottom such that the roots are level with, or slightly above, the level of their previous growth
2. Be oriented such as to present the best appearance.
3. Make allowances for any anticipated settling of plants.

D. Palms of the Sabal species may be set deeper than the depth of their original growth, provided that the specified clear trunk height is attained.

E. The backfill shall be made with planting mixture and shall be firmly rodded and watered-in, so that no air pockets remain. The quantity of water applied immediately upon planting shall be sufficient to thoroughly moisten all of the backfilled earth. Plants shall be kept in a moistened condition for the duration of the Contract.

F. Staking and Guying: Plants shall be staked in accordance with the following provisions:

1. Small Trees: For trees and shrubs of less than one-inch caliper, the size of stakes and the method of tying shall be such as to rigidly support the staked plant against damage caused by wind action or other effects.
   Trees larger than one inch and smaller than one and one-half inch caliper shall be staked with a two-inch stake, set at least 24 inches in the ground and extending to the crown of the plant. The plant shall be firmly fastened to the stake with two strands of 14 gauge soft wire, enclosed in rubber hose, or other approved covering. The wire shall then be nailed or stapled to the stake to prevent slippage.
2. Medium Trees: All trees, other than palm trees, larger than one and one-half inch caliper and smaller than two and one-half inch caliper shall be staked with two or more, two-inch by two-inch stakes, eight feet long, set

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two feet in the ground. The tree shall be midway between the stakes and held firmly in place by two strands of 12-gauge wire, applied as specified above for single stakes. The wires shall be tightened and kept tight by twisting.

3. Large Trees: All trees, other than palm trees, larger than two and one-half inch caliper, shall be braced with three or more two-inch by four-inch wood braces, toenailed to cleats which are securely banded at two pints to the palm, at a point at least six feet above the ground. The trunk shall be padded with five layers of burlap under the cleats. Braces shall be approximately equidistantly spaced and secured underground with two-inch by four-inch by 24-inch stake pads. In firm rock soils, Number 4 steel reinforcing rods or one-half inch pipe is acceptable.
4. Palm Trees: Palm trees shall be braced with three or more two-inch by four-inch wood braces, toenailed to cleats which are securely banded at two points to the palm, at a point at least six feet above the ground. The trunk shall be padded with five layers of burlap under the cleats. Braces shall be approximately equidistantly spaced and secured underground with two-inch by four-inch by 24-inch stake pads. In firm rock soils, Number 4 steel reinforcing rods or one-half inch pipe is acceptable.

G. Pruning: All broken or damaged roots shall be cut off smoothly, and the tops of all trees shall be pruned in a manner complying with standard horticultural practice. At the time pruning is completed, all remaining wood shall be alive. All cut surfaces of one inch or more in diameter, above the ground, shall be treated with approved commercial tree paint.

H. Maintenance: Maintenance shall begin immediately after each plant is planted and shall continue until all work under this Contract has been completed and accepted by the CITY. Plants shall be watered, mulched, weeded, pruned, sprayed, fertilized, cultivated and otherwise maintained and protected. Settled plants shall be reset to proper grade position, planting saucer restored and dead material removed. Guys shall be tightened and repaired.

I. Defective work shall be corrected as soon as possible after it becomes apparent. Upon completion of planting, the CONTRACTOR shall remove excess soil and debris, and repair any damage to structures, etc., resulting from planting operations.

3.03 GRAVEL BEDS

A. Clean, grade and place geotextile prior to placing gravel in gravel beds.

- END OF SECTION -

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SECTION 02930

SODDING

Part 1 - GENERAL

1.01 SCOPE

A. Provide all labor, materials and equipment necessary for the installation of new sodding, or complete sodding of existing grassed areas that may have been damaged or disturbed by CONTRACTOR activities. This shall include, but not be limited to: fertilizing, sodding, tests and all incidentals to make the work complete.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 02500 - Landscaping
B. Section 02210 - Earth Excavation, Backfill, Fill and Grading
C. Section 02260 - Finish Grading

1.03 WORK INCLUDED

A. Testing of topsoil.
B. Raking and leveling topsoil as required for sodding.
C. Liming and fertilizing of topsoil.
D. Laying and rolling of sod.
E. Maintaining

1.04 SUBMITTALS

A. Submit product source and information sheets in accordance with Section 01300, "Submittals".

Part 2 - PRODUCTS

2.01 MATERIALS

A. Fertilizer

1. Fertilizer shall be commercial fertilizer, as manufactured by International Chemical Company or equal.
2. Said fertilizer shall have a 10-20-6 N.P.K. content and contain a minimum of 60% of organic material.
3. It shall be delivered at the site in the original sealed containers.

B. Sod

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SECTION 02930

SODDING

1. Sod from right-of-way swales within the work area shall be Bahia sod or replaced in-kind, whichever is finer quality.
2. Sod shall be first quality Bahia sod of firm texture having a compacted growth and good root development.
3. Sod shall be absolutely true to varietal type, live, fresh and free from weeds or objectionable vegetation, fungus, insects and disease of any kind. Sod shall be kept moist from the time it is field cut until it is laid at the proposed site.
4. The sod shall be as grown by a certified turf nursery and CONTRACTOR shall Inform ENGINEER as to the source of the sod to be utilized prior to ordering and delivery of sod.
5. Sod shall be furnished and installed in rectangular sod strips measuring 12 to 16-inches in width of standard lengths of not less than 2 feet and delivered on pallets.

Part 3 - EXECUTION

3.01 INSTALLATION

A. Sod shall be placed on all grassed areas disturbed by construction activities, unless otherwise indicated on the Drawings. Sodding shall be in accordance with these specifications and Sections 575 and 981 of FDOT Specifications, whichever is more stringent.

B. Lawn areas damaged by CONTRACTOR's operations shall be repaired at once by proper sod bed preparation, fertilization and re-sodding, in accordance with these specifications. Regardless of the condition of the lawn area (weed content etc.) prior to the CONTRACTOR working in the area, all repairs shall be made with sod.

A. These areas shall be fine graded to achieve the finished subgrade after compaction which shall be obtained by rolling, dragging or by an approved method which obtains an equivalent compaction to that produced by a hand roller weighing from 75 to 100 pounds per foot of width. All depressions caused by settlement or rolling shall be filled with additional existing or furnished topsoil and re-graded and prepared as specified above until it presents a reasonably smooth and even finish at the required sod sub-grade.

B. All sod furnished shall be living sod containing at least 70% of thickly matter grasses as specified and free from noxious weeds. All sod shall be certified free of fire ants.

C. No broken pads or torn or uneven ends will be accepted. Standard size sections of sod shall be strong enough to support own weight and retain their size and shape when suspended vertically with a firm grasp on the upper 10%

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of the section. Sod shall not be harvested when its moisture content (excessively wet or dry) may adversely affect its survival.

D. Sod shall be harvested, delivered, and installed within a period of 24 hours. Sod not installed within this time period shall be subject to inspection and rejection by ENGINEER, and shall be removed from the site and a fresh sod supply shall be furnished at no extra cost to CITY.

E. The topsoil shall not be moist at time of installation; however, it shall contain sufficient moisture so as not be powdery or dusty, both as determined by the supplier's representative.

F. The overlapping of existing lawn with new sod along limit of work lines will not be permitted. Sod shall be laid in strips, edge to edge, with the lateral joints staggered. All minor or unavoidable openings in the sod shall be closed with sod plugs or with topsoil, as directed by ENGINEER. However, sod laid with joints determined to be too large shall be lifted and re-laid as specified herein at no extra cost to CITY.

G. Immediately after the sod is laid, the sod shall be watered thoroughly by hand or mechanical sprinkling until the sod and at least 2-inch of the top soil bed have been thoroughly moistened.

H. Sufficient watering shall be done by the CONTRACTOR to maintain adequate moisture for optimum development of the sodded areas. Sodded areas shall receive no less than 1.5 inches of water per week.

I. CONTRACTOR shall be responsible to furnish his own supply of water to the site at no extra cost. If possible, CITY shall furnish CONTRACTOR, upon request, with a source and supply of water. CONTRACTOR shall apply for temporary meter and pay CITY for water used at current utility billing rates. However, if CITY's water supply is not available or not functioning, CONTRACTOR shall be responsible to furnish adequate supplies at his own cost. All work injured or damaged due to the lack of, or the use of too much water, shall be CONTRACTOR's responsibility to correct.

5.02 MAINTENANCE

A. Maintain the entire sodded areas at least a 30-day period or until final acceptance at the completion of the Contract, whichever is longer. Maintenance shall include watering as specified, weeding and removal of stones which may appear. All bare or dead spots which become apparent shall be properly prepared, limed and fertilized, and re-sodded at CONTRACTOR's expense as many times as necessary to secure a good growth. In the event that the sod installation is not accepted by ENGINEER, the entire area shall be maintained and cut by CONTRACTOR until final acceptance of the sod installation.

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SECTION 02930

SODDING

B. Take whatever measures are necessary to protect the sod while it is developing. These measures shall include furnishing of warning signs, barriers, or any other necessary measures of protection.

- END OF SECTION -

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SECTION 03305 - CONCRETE AND GROUT

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. The CONTRACTOR shall furnish all materials for concrete in accordance with the provisions of this Section and shall form, mix, place, cure, repair, finish, and do all other work as required to produce finished concrete, all in accordance with the requirements of the Contract Documents

B. The following types of concrete shall be covered in this Section:

1. Structural Concrete: Concrete to be used in all cases except where noted otherwise in the Contract Documents.

2. Sitework Concrete: Concrete to be used for curbs, gutters, catch basins, sidewalks, fence and guard post embedment, underground duct bank encasement and all other concrete appurtenant to electrical facilities unless otherwise shown or noted on the Drawings.

C. The following types of grout are covered in this Section:

1 . Non-Shrink Grout: This type of grout shall be used wherever grout or cementitious grout is called for in the Contract Documents, unless another type is specifically referenced.

2. Epoxy Grout: This type of grout shall be used whenever epoxy grout is called for.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Codes: Without limiting the generality of other requirements of these specifications, all work specified herein shall conform to or exceed the requirements of the South Florida Building Code and the applicable requirements of the following documents to the extent that the provisions of such documents are not in conflict with the requirements of this Section.

B. Commercial Standards:

ACI 301	Specifications for Structural Concrete for Buildings.
ACI 315	Manual of Standard Practice for Detailing Reinforced Concrete Structures.
ACI 318	Building Code Requirements of Reinforced Concrete.
ACI 347	Recommended Practice for Concrete Formwork.
ASTM A 185	Specification for Steel Welded Wire, Fabric, Plain, for Concrete Reinforcement.
ASTM A 615	Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.

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ASTM C 31	Test Methods for Making and Curing Concrete Test Specimens in the Field.
ASTM C 33	Specification for Concrete Aggregates.
ASTM C 39	Test Method for Compressive Strength of Cylindrical Concrete Specimens.
ASTM C 94	Specification for Ready-Mixed Concrete.
ASTM C 143	Test Method for Slump of Portland Cement Concrete.
ASTM C 150	Specification for Portland Cement.
ASTM C 260	Specification for Air-Entraining Admixtures for Concrete.
ASTM C 309	Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
ASTM C 494	Specification for Chemical Admixtures for Concrete.
ASTM C 579	Test Methods for Compressive Strength of Chemical Resistant Mortars and Monolithic Surfacings.
ASTM C 827	Test Method for Early Volume Change of Cemetitious Mixtures.
ASTM D 1751	Specification for Preformed Expansion Joint Fillers for Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).
CRD C 621	
CRSI	Manual of Standard Practice.

1.03 SUBMITTALS

A. General: The CONTRACTOR shall submit shop drawings and other information to the OWNER for review in accordance with Section 01300 - Submittals.

B. Mix Designs: The CONTRACTOR shall submit shop drawings for review for proposed concrete mix designs which shall show the proportions and gradations of all materials proposed for each class and type of concrete specified herein. The mix design shall be checked by an independent testing laboratory acceptable to the OWNER. All costs related to such checking shall be borne by the CONTRACTOR.

C. Grout: The CONTRACTOR shall submit shop drawings for all types of grout for use in this Project.

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D. Accessories: The CONTRACTOR shall submit shop drawings for all types of concrete accessories to be used for this project including, but not limited to, form ties, water stops, joint materials and curing agents.

E. Delivery Tickets: Where ready-mix concrete is used, the CONTRACTOR shall submit delivery tickets at the time of delivery of each load of concrete. Each certificate shall show the State certified equipment used for measuring and the total quantities, by weight, of cement, sand, each class of aggregate, admixtures, and the amounts of water in the aggregate and added at the batching plant as well as the amount of water allowed to be added at the site for the specific design mix. Each certificate shall, in addition, state the mix number, total yield in cubic yards, and the time of day, to the nearest minute, corresponding to when the batch was dispatched, when it left the plant, when it arrived at the job, the time that unloading began, and the time that unloading was finished.

F. Reinforcing Steel: The CONTRACTOR shall submit shop drawings of shop bending diagrams, placing lists, and Drawings of all reinforcing steel prior to fabrication.

1.04 QUALITY ASSURANCE

A. Tests on component materials and for compressive strength of concrete will be performed as specified herein. Test for determining slump will be in accordance with the requirements of ASTM C 143.

B. The cost of all laboratory tests on cement, aggregates, and concrete, will be borne by the OWNER. However, the CONTRACTOR shall be charged for the cost of any additional tests and investigation on work performed which does not meet the specifications.

C. Concrete for testing shall be supplied by the CONTRACTOR at no cost to the OWNER, and the CONTRACTOR shall provide assistance to the OWNER in obtaining samples. The CONTRACTOR shall dispose of and clean up all excess material.

D. Field Compression Tests: Compression test specimens shall be taken during construction from the first placement of each class of concrete specified herein and at intervals thereafter as selected by the OWNER to ensure continued compliance with these specifications. At least one set of test specimens shall be made for each 50 yards of concrete placed. Each set of test specimens shall be a minimum of 4 cylinders.

E. Compression test specimens for concrete shall be made in accordance with ASTM C31.Specimens shall be 6-inch diameter by 12-inch high cylinders.

F. Compression tests shall be performed in accordance with ASTM C 39. One test cylinder will be tested at 7 days and 2 at 28 days. The remaining cylinder will be held to verify test results, if needed.

G. Evaluation and Acceptance of Concrete: Evaluation and acceptance of the compressive strength of concrete shall be according to the requirements of ACI 318, Chapter 5, "Concrete Quality", and as specified herein. If any concrete fails to meet these requirements, immediate corrective action shall be taken to increase the compressive strength for all subsequent batches of the type of concrete affected. All concrete which fails

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to meet the ACI requirements and these Specifications, is subject to removal and replacement at the cost of the CONTRACTOR.

H. Construction Tolerances: The CONTRACTOR shall set and maintain concrete forms and perform finishing operations so as to ensure that the completed work is within the tolerances specified herein. Surface defects and irregularities are defined as finishes and are to be distinguished from tolerances. Tolerance is the specified permissible variation from lines, grades, or dimensions shown. Where tolerances are not stated in the Specifications, permissible deviations will be in accordance with ACI 347.

PART 2 -- PRODUCTS

2.01 FORMWORK

A. Form Materials: Except as otherwise expressly accepted by the OWNER, all lumber for use as forms, shoring, or bracing shall be new material. Materials for concrete forms shall conform to the following requirements:

1. Form materials shall be metal, wood, plywood, or other acceptable material that will not adversely affect the concrete and will facilitate placement of concrete to the shape, form, line, and grade shown.

2. Plywood for concrete formwork shall be new, waterproof, synthetic resin bonded, exterior type Douglas Fir or Southern Pine plywood manufactured especially for concrete formwork and shall conform to the requirements of PS 1 for Concrete Forms, Class 1, and shall be edge sealed. Wood forms for surfaces to be painted shall be Medium Density Overlaid plywood, MDO Exterior Grade.

B. Unless otherwise shown, exterior corners in concrete members shall be provided with 3/4-inch chamfers or tooled to a 1/2-inch radius. Re-entrant corners in concrete members shall not have fillets unless otherwise shown.

C. Form Ties: Form ties shall be provided with a plastic cone or other suitable means for forming a conical hole to ensure that the form tie may be broken off back of the face of the concrete. The maximum diameter of removable cones for rod ties, or of other removable form-tie fasteners having a circular cross-section, shall not exceed 1 1/2 inches; and all such fasteners shall be such as to leave holes of regular shape for reaming. Form Ties shall be Burke Penta-Tie System by The Burke Company, or equal.

2.02 CONCRETE MATERIALS

A. Materials shall be delivered, stored, and handled so as to prevent damage by water or breakage. Only one brand of cement shall be used. Cement reclaimed from cleaning bags or leaking containers shall not be used. All cement shall be used in the sequence of receipt of shipments.

B. All materials furnished for the work shall comply with the requirements of ACI 301, as applicable.

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C. Storage of materials shall conform to the requirements of ACI 301.

D. Materials for concrete shall conform to the following requirements:

1. Cement shall be standard brand Portland cement conforming to ASTM C 150 Type II.

2. Water shall be potable, clean, and free from objectionable quantities of silty organic matter, alkali, salts and other impurities.

3. Aggregates shall be obtained from pits acceptable to the OWNER, shall be non-reactive, and shall conform to the SFBC and ASTM C 33. Maximum size of coarse aggregate shall be as specified herein.

4. Ready-mix concrete shall conform to the requirements of ASTM C 94.

5. Air-entraining Admixture meeting the requirements of ASTM C 260 shall be used. Sufficient air-entraining agent shall be used to provide a total air content of 3 to 5 percent. The OWNER reserves the right, at any time, to sample and test the air-entraining agent received on the job by the CONTRACTOR. The air-entraining agent shall be added to the batch in a portion of the mixing water. The solution shall be batched by means of a mechanical batcher capable of accurate measurement.

6. Water reducing and retarding admixtures shall be added to control the set, effect water reduction. The addition of the admixture shall be separate from the air entraining admixture and as recommended by the manufacturer. The admixture shall be completely compatible with and be manufactured by the same manufacturer as the air entraining admixture. The addition of the admixture shall be completed within one minute after addition of water to the cement has been completed, or prior to the beginning of the last three-quarters of the required mixing, whichever occurs first. Water reducing and set retarding admixtures shall be in conformance with ASTM C 494, Type D.

2.03 CURING MATERIALS

A. Materials for curing concrete conform to ASTM C 309 and shall be Burke Spartan, Cote Cure-Seal Hardener (with red fugitive dye) as manufactured by the Burke Company, MB 429 as manufactured by Master Builders, or equal. The curing compound shall contain a fugitive dye so that areas of application will be readily distinguishable.

B. Polyethylene sheet for use as a concrete curing blanket shall be white and have a nominal thickness of 6 mils.

2.04 JOINT MATERIALS

A. Materials for joints in concrete above grade nonhydraulic structures shall conform to the following requirements:

1. Preformed joint filler shall be a non-extruding, resilient, bituminous type conforming to the requirements of ASTM D 1751.

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2. Elastomeric joint sealer shall be a single component, pour grade, polyurethane sealant meeting FS TT-S-230A, Type 1. Materials shall attain Shore A Hardness of 40-45.

3. Mastic joint sealer shall be a material that does not contain evaporating solvents; that will tenaciously adhere to concrete surfaces; that will remain permanently resilient and pliable; that will not be affected by continuous presence of water and will not in any way contaminate potable water; and that will effectively seal the joints against moisture inflation even when the joints are subject to movement due to expansion and contraction. The sealer shall be composed of special asphalts or similar materials blended with lubricating and plasticizing agents to form a tough, durable master substance containing no volatile oils or lubricants and shall be capable of meeting the test requirements set forth hereinafter, if testing is required by the OWNER.

2.05 REINFORCING STEEL

A. General: All reinforcing steel for all reinforced concrete construction shall conform to the following requirements:

1. Bar reinforcement shall conform to the requirements of ASTM A 615 for Grade 60 Billet Steel Reinforcement with supplementary. requirement S-1 , and shall be manufactured in the United States.

2. Welded wire fabric reinforcement shall conform to the requirements of ASTM A185. All welded wire fabric reinforcement shall be galvanized.

B. Accessories: Accessories shall include all necessary chairs, slab bolsters, concrete blocks, tie wires, dips, supports, spacers, and other devices to position reinforcement during concrete placement. Slab bolsters shall have gray plastic-coated legs.

C. Concrete blocks (dobies), used to support and position reinforcement steel, shall have the same or higher comprehensive strength as specified for the concrete in which it is located. Where the concrete blocks are used on concrete surfaces exposed to view, the color and texture of the concrete blocks shall match that required for the finished surface. Wire ties shall be embedded in concrete block bar supports.

2.06 CONCRETE DESIGN REQUIREMENTS

A. General: Concrete shall be composed of cement, admixtures, aggregates and water. These materials shall be of the quantities specified. In general, the mix shall be designed to produce a concrete capable of being deposited so as to obtain maximum density and minimum shrinkage and, where deposited in forms, to have good consolidation properties and maximum smoothness of surface. The aggregate gradations shall be formulated to provide fresh concrete that will not promote rock pockets around reinforcing steel or embedded items. The proportions shall be changed whenever necessary or desirable to meet the required results at no additional cost to the OWNER. All changes shall be subject to review by the OWNER.

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B. The CONTRACTOR is cautioned that the limiting parameters specified below are not design mixes. Additional cement or water reducing agent may be required to achieve workability demanded by the CONTRACTOR's construction methods. The CONTRACTOR is responsible for any costs associated with furnishing concrete with the required workability.

C. Water-Cement Ratio and Compressive Strength: The minimum compressive strength and cement content shall be not less than specified as follows:

Type of work	Min. 28-Day Compressive Strength (psi)	Max. Size Aggregate (in.)	Min. Cement per cu yd (sacks)	Max. W/C Ratio (by wt.)
Structural Concrete:				
All reinforced concrete unless noted otherwise below.	4,000 (Class A)	1	6	0.45
Sitework Concrete:				
Concrete fill, pavement, curbs and sidewalks.	3,000 (Class B)	1	5.5	0.5

Note: One sack of cement equals 94 lbs.

D. Consistency: The consistency of the concrete in successive batches shall be determined by slump tests in accordance with ASTM C 143. The slumps shall be as follows:

Application	Slump	Variation
Footings and Slabs	3"	± 1/2" to -1"
Mortar or grout for construction joints	8"	± 1 1/2"
All Other Applications	3"	± 1"

2.07 READY-MIXED CONCRETE

A. Ready-mixed concrete shall conform to meeting the requirements as to materials, batching, mixing, transporting, and placing as specified herein and in accordance with ASTM C 94.

B. Ready-mixed concrete shall be delivered to the site of the work, and discharge shall be completed within one and one half hour after the addition of the cement to the aggregates or before the drum has been revolved 250 revolutions, whichever is first. In hot weather, or under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 85 degrees F or above, the time between the introduction of the cement to the aggregates and discharge shall not exceed 60 minutes.

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2.08 NONSHRINK GROUT

A. Non-shrink grout shall be a prepackaged, inorganic, non-gas liberating, nonmetallic, cement-based grout requiring only the addition of water. Manufacturer's instructions shall be printed on each bag or other container in which the materials are packaged. The specific formulation for each class of non-shrink grout specified herein shall be that recommended by the manufacturer for the particular application.

B. Non-shrink grouts shall have a minimum 28 day compressive strength of 5,000 psi and shall meet the requirements of CRD C 621.

2.09 EPOXY GROUT

A. Epoxy grout shall be a pourable, non-shrink, 100 percent solids system. The epoxy grout system shall have three components: resin, hardener, and specially blended aggregate, all pre-measured and pre-packaged. The resin component shall not contain any non-reactive diluents. Resins contained butyl glycidyl ether (BGE) or other highly volatile and hazardous reactive diluents are not acceptable. Variation of component ratios is not permitted unless specifically recommended by the manufacturer. Manufacturer's instructions shall be printed on each container in which the materials are packaged.

B. The chemical formulation of the epoxy grout shall be that recommended by the manufacturer for the particular application.

C. The mixed epoxy grout system shall have a minimum working life of 45 minutes at 75 degrees F.

D. The epoxy grout shall develop a compressive strength of 5000 psi in 24 hours and 10,000 psi in seven days when tested in accordance with ASTM C 579, Method B. There shall be no shrinkage (0.0 percent) and a maximum 4.0 percent expansion when tested in accordance with ASTM C 827.

2.10 BONDING COMPOUND

A. For bonding freshly-mixed, plastic concrete to hardened concrete, Sikadur 32 Hi-Mod Epoxy Adhesive, as manufactured by Sika Corporation; Concresive Liquid (LPL), as manufactured by Master Builders; BurkEpoxy MV as manufactured by The Burk Company; or approved equal shall be used.

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PART 3 -- EXECUTION

3.01 GENERAL FORMWORK REQUIREMENTS

A. Forms to confine the concrete and shape it to the required lines shall be used wherever necessary. The CONTRACTOR shall assume full responsibility for the adequate design of all forms, and any forms which are unsafe or inadequate in any respect shall promptly be removed and replaced at the CONTRACTOR's expense. All design, construction, maintenance, preparation, and removal of forms shall be in accordance with the SFBC, ACI 347 and the requirements specified herein.

B. All forms shall be true in every respect to the required shape and size, shall conform to the established alignment and grade, and shall be of sufficient strength and rigidity to maintain their position and shape under the loads and operations incident to placing and vibrating the concrete.

3.02 FORMWORK CONSTRUCTION

A. Vertical Surfaces: All vertical surfaces of concrete members shall be formed, except where placement of the concrete against the ground is called for by the OWNER.

B. Construction Joints: Concrete construction joints will not be permitted at locations other than those shown or specified, except as may be acceptable to the OWNER. When a second lift is placed on hardened concrete, special precautions shall be taken in the way of the number, location, and tightening of ties at the top of the old lift and bottom of the new to prevent any unsatisfactory effect whatsoever on the concrete.

C. Form Ties: Wire ties for holding forms will not be permitted. No form-tying device or part thereof, other than metal, shall be left embedded in the concrete. Ties shall not be removed in such manner as to leave a hole extending through the interior of the concrete members. The use of snap-ties which cause spilling of the concrete upon form stripping or tie removal will not be permitted. If steel panel forms are used, rubber grommets shall be provided where the ties pass through the form in order to prevent loss of cement paste. Where metal rods extending through the concrete are used to support or to strengthen forms, the rods shall remain embedded and shall terminate not less than 1 inch back from the formed face or faces of the concrete.

3.03 REUSE OF FORMS

A. Forms may be reused only if in good condition and only if acceptable to the OWNER. Light sanding between uses will be required wherever necessary to obtain uniform surface texture on all exposed concrete surfaces. Exposed concrete surfaces are defined as surfaces which are permanently exposed to view.

3.04 REMOVAL OF FORMS

A. Careful procedures for the removal of forms shall be strictly followed, and this work shall be done with care so as to avoid injury to the concrete. No heavy loading on green concrete will be permitted. Members which must support their own weight shall not have their forms removed until they have attained at least 75 percent of the 28-day strength of the concrete

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as specified herein. Forms for all vertical walls and columns shall remain in place at least 2 days after the concrete has been placed. Forms for all parts of the Work not specifically mentioned herein shall remain in place for periods of time as determined by the OWNER.

3.05 FABRICATION OF REINFORCING STEEL

A. Reinforcing steel shall be accurately formed to the dimensions and shapes shown on the Drawings, and the fabricating details shall be prepared in accordance with ACI 315 and ACI 318, except as modified by the Drawings.

B. Bending or Straightening: Reinforcement shall not be straightened or rebent in a manner which will injure the material. Bars with kinks or bends not shown shall not be used. All bars shall be bent cold, unless otherwise permitted by the OWNER. No bars partially embedded in concrete shall be field-bent except as shown or specifically permitted by the OWNER.

3.06 PLACING REINFORCING STEEL

A. Reinforcing steel shall be accurately positioned as shown on the Drawings, and shall be supported and wired together to prevent displacement, using annealed iron wire ties or suitable clips at intersections. All reinforcing steel shall be supported by concrete, plastic or metal supports, spacers or metal hangers which are strong and rigid enough to prevent any displacement of the reinforcing steel. Where concrete is to be placed on the ground, supporting concrete blocks (or dobies) shall be used, in sufficient numbers to support the bars without settlement, but in no case shall such support be continuous. All concrete blocks used to support reinforcing steel shall be tied to the steel with wire ties which are embedded in the blocks. For concrete over formwork, the CONTRACTOR shall furnish concrete, metal, plastic, or other acceptable bar chairs and spacers.

B. The portions of all accessories in contact with the formwork shall be made of concrete, plastic, or steel coated with a 1/8 inch minimum thickness of plastic which extends at least 1/2 inch from the concrete surface. Plastic shall be gray in color.

C. Tie wires shall be bent away from the forms in order to provide the specified concrete coverage.

D. Bars additional to those shown which may be found necessary or desirable by the CONTRACTOR for the purpose of securing reinforcement in position shall be provided by the CONTRACTOR at its own expense.

E. Reinforcement placing tolerances shall be within the limits specified in ACI 318, unless otherwise directed by the OWNER.

F. Welded wire fabric reinforcement placed over horizontal forms shall be supported on slab bolsters having gray, plastic-coated standard type legs as specified herein. Slab bolsters shall be spaced not less than 30 inches on centers, shall extend continuously across the entire width of the reinforcing mat, and shall support the reinforcing mat in the plane shown.

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G. Welded wire fabric placed over the ground shall be supported on wired concrete blocks (dobies) spaced not more than 3 feet on centers in any direction. The construction practice of placing welded wire fabric on the ground and hooking into place in the freshly placed concrete shall not be used.

3.07 SPLICING

A. Reinforcement bar splices shall only be used at locations shown. When it is necessary to splice reinforcement at points other than where shown, the character of the splice shall be as acceptable to the OWNER.

B. Lap length for reinforcement bars shall be in a Class C Splice in accordance with ACI 318, unless otherwise shown. Laps of welded wire fabric shall be in accordance with the ACI 318.

3.08 CLEANING AND PROTECTION OF REINFORCING STEEL

A. Reinforcing steel shall at all times be protected from conditions conducive to corrosion until concrete is placed around it.

B. The surfaces of all reinforcing steel and other metalwork to be in contact with concrete shall be thoroughly cleaned of all dirt, grease, loose scale and rust, grout, mortar, and other foreign substances immediately before the concrete is placed. Where there is a delay in depositing concrete, reinforcing shall be reinspected and, if necessary, recleaned.

3.09 PREPARATION OF SURFACES FOR CONCRETING

A. General: No concrete shall be placed until the reinforcement steel and formwork have been erected in a manner acceptable to the OWNER. The CONTRACTOR shall notify the OWNER not less than two working days prior to concrete placement, allowing for inspection and any corrective measures which are required. Earth surfaces shall be thoroughly wetted by sprinkling, prior to the placing of any concrete, and these surfaces shall be kept moist by frequent sprinkling up to the time of placing concrete thereon. The surface shall be free from standing water, mud, and debris at the time of placing concrete.

B. Joints in Concrete: Concrete surfaces upon or against which concrete is to be placed, where the placement of the old concrete has been stopped or interrupted so that, as determined by the OWNER, the new concrete cannot be incorporated integrally with that previously placed, are defined as construction joints. The surfaces of horizontal joints shall be given a compacted, roughened surface for good bond. Except where the Drawings call for joint surfaces to be coated, the joint surfaces shall be cleaned of all laitance, loose or defective concrete, and foreign material. Such cleaning shall be accomplished by sandblasting, followed by thorough washing. All pools of water shall be removed form the surface of construction joints before the new concrete is placed.

C. Existing concrete surfaces upon or against which concrete is to be placed shall be given a roughened surface for good bond. Joint surfaces shall be cleaned of all laitance, loose or defective concrete, and foreign material. Such cleaning shall be accomplished by

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hydroblasting. All pools of water shall be removed from the surface of construction joints before the new concrete is placed.

D. Placing Interruptions: When placing of concrete is to be interrupted long enough for the concrete to take a set, the working face shall be given a shape by the use of forms or other means that will secure proper union with subsequent work, provided that construction joints shall be made only where acceptable to the OWNER.

E. Embedded Items: No concrete shall be placed until all formwork, installation of parts to -be embedded, reinforcement steel, and preparation of surfaces involved in the placing have been completed and accepted by the OWNER at east 4 hours before placement of concrete. All surfaces of forms and embedded items that have become encrusted with dried grout from concrete previously placed shall be cleaned of all such grout before the surrounding or adjacent concrete is placed.

F. All reinforcement, anchor bolts, sleeves, inserts, and similar items shall be set and secured in the forms where shown on the Drawings or by shop drawings and shall be acceptable to the OWNER before any concrete is placed. Accuracy of placement is the responsibility of the CONTRACTOR.

G. Casting Against Old Concrete: Where concrete is to be cast against old concrete (any concrete which is greater than 60 days of age), the surface of the old concrete shall be thoroughly cleaned and roughened by hydro-blasting (exposing aggregate) prior to the application of an epoxy bonding agent. Application shall be according to the bonding agent manufacturer's instructions and recommendations.

H. No concrete shall be placed in any structure until all water entering the space to be filled with concrete has been properly cut off or has been diverted by pipes, or other means, and carried out of the forms, clear of the work. No concrete shall be deposited under water nor shall the CONTRACTOR allow still water to rise on any concrete until the concrete has attained its initial set. Water shall not be permitted to flow over the surface of any concrete in such manner and at such velocity as will injure the surface finish of the concrete. Pumping or other necessary dewatering operations for removing ground water, if required, will be subject to the review of the OWNER.

I. Openings for pipes, inserts for pipe hangers and brackets, and the setting of anchors shall, where practicable, be provided for during the placing of concrete.

J. Corrosion Protection: Pipe, conduit, dowels, and other ferrous items required to be embedded in concrete construction shall be so positioned and supported prior to placement of concrete that there will be a minimum of 2 inches clearance between said items, and any part of the concrete reinforcement will not be permitted.

K. Cleaning: The surfaces of all metalwork to be in contact with concrete shall be thoroughly cleaned of all dirt, grease, loose scale and rust, grout, mortar, and other foreign substances immediately before the concrete is placed.

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3.10 MIXING, HANDLING, TRANSPORTING, AND PLACING

A. General: Placing of concrete shall conform to the applicable requirements of Chapter 8 of ACI 301 and the requirements of this Section.

B. Mixing: Mixing of concrete shall conform to the requirements of Chapter 7 of ACI 301.

C. Retempering: Retempering of concrete or mortar which has partially hardened will not be permitted.

D. Non-Conforming Work or Materials: Concrete which upon or before placing is found not to conform to the requirements specified herein shall be rejected and immediately removed from the Work. Concrete which is not placed in accordance with these Specifications, or which is of inferior quality, shall be removed and replaced by and at the expense of the CONTRACTOR.

E. Unauthorized Placement: No concrete shall be placed except in the presence of duly authorized representative of the OWNER. The CONTRACTOR shall notify the OWNER in writing at least 24 hours in advance of placement of any concrete.

F. Placement in Slabs: Concrete placed in sloping slabs shall proceed uniformly from the bottom of the slab to the top, for the full width of the pour. As the work progresses, the concrete shall be vibrated and carefully worked around the slab reinforcement, and the surface of the slab shall be screened in an up-slope direction.

G. Placement in Wall Forms: Concrete shall not be dropped through reinforcement steel or into any deep form, whether reinforcement is present or not, causing separation of the coarse aggregate from the mortar on account of repeatedly hitting rods or the sides of the form as it falls, nor shall concrete be placed in any form in such a manner as to leave accumulation of mortar on the form surfaces above the placed concrete. In such cases, some means such as the use of hoppers and, if necessary, vertical ducts of canvas, rubber, or metal shall be used for placing concrete in the forms in a manner that it may reach the place of final deposit without separation. In no case shall the free fall of concrete exceed 4 feet below the ends of ducts, chutes, or buggies. Concrete shall be uniformly distributed during the process of depositing, and in no case after depositing shall any portion be displaced in the forms more than 6 feet in horizontal direction. Concrete in forms shall be deposited in uniform horizontal layers not deeper than 2 feet; and care shall be taken to avoid inclined layers or inclined construction joints where such are required for sloping members. Each layer shall be placed while the previous layer is still soft. The rate of placing concrete in forms shall not exceed 5 feet of vertical rise per hour.

H. The surface of the concrete -shall be level whenever a run of concrete is stopped. To insure a level, straight joint on the exposed surface of walls, a wood strip at least 3/4 inch thick shall be tacked to the forms on these surfaces. The concrete shall be carded about 1/2 inch above the underside of the strip. About one hour after the concrete is placed, the strip shall be removed and any irregularities in the edge formed by the strip shall be leveled with a trowel and all laitance shall be removed.

I. Conveyor Belts and Chutes: All end of chutes, hopper gates and all other points of concrete discharge throughout the CONTRACTOR's conveying, hoisting and placing system shall be

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so designed and arranged that concrete passing from them will not fall separated into whatever receptacle immediately receives it. Conveyor belts, if used, shall be of a type acceptable to the OWNER. Chutes longer than 50 feet will not be permitted. Minimum slopes of chutes shall be such that concrete of the specified consistency will readily flow in them. If a conveyor belt is used, it shall be wiped clean by a device operated in such a manner that none of the mortar adhering to the belt will be wasted. All conveyor belts and chutes shall be covered. Sufficient illumination shall be provided in the interior of all forms so that the concrete, at the places of deposit, is visible from the deck or runway.

J. Temperature of Concrete: The temperature of concrete, when it is being placed, shall not be more than 90 degrees F nor less than 40 degrees F in moderate weather, and not less than 50 degrees F in whether during which the mean daily temperature drops below 40 degrees F. Concrete ingredients shall not be heated to a temperature higher than that necessarily to keep the temperature of the mixed concrete, as placed, from falling below the specified minimum temperature. If concrete is placed when the weather is such that the temperature of the concrete would exceed 90 degrees F, the CONTRACTOR shall employ effective means, such as precooling of aggregates and mixing water using ice or placing at night, as necessary to maintain the temperature of the concrete, as it is placed, below 90 degrees F. The CONTRACTOR shall be entitled to no additional compensation on account of the foregoing requirements.

3.11 PUMPING OF CONCRETE

A. If the pumped concrete does not produce satisfactory end results, the CONTRACTOR shall discontinue the pumping operation and proceed with the placing of concrete using conventional methods.

B. The minimum diameter of the hose (conduits) shall be 4 inches.

C. Minimum compressive strength, cement content, and maximum size of aggregates shall be as specified herein. Gradation of coarse aggregates shall conform to ASTM C 33 and shall be as close to the middle range as possible. Gradation of fine aggregate shall conform to ASTM C 33, with 15 to 30 percent passing the number 50 screen and 5 to 1 0 percent passing the number 1 00 screen. The fineness modulus of sand shall not be over 3.00.

3.12 TAMPING AND VIBRATING

A. As concrete is placed in the forms or in excavations, it shall be thoroughly settled and compacted, throughout the entire depth of the layer which is being consolidated, into a dense homogeneous mass, filling all comers and angles, thoroughly embedding the reinforcement, eliminating rock pockets, and bringing only a slight excess of water to the exposed surface of concrete during placement. Vibrators shall be high speed power vibrators (8,000 or 10,000 rpm) of an immersion type in sufficient number and with (at least one) standby units as required.

B. Concrete in walls shall be internally vibrated and at the same time rammed, stirred, or worked with suitable appliances, tamping bars, shovels, or forked tools until it completely fills the forms or excavations and closes snugly against all surfaces. Subsequent layers of concrete shall not be placed until the layers previously placed have been worked thoroughly as specified. Vibrators shall be provided in sufficient numbers, with standby units as

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required, to accomplish the results herein specified with 15 minutes after concrete of the prescribed consistency is placed in the forms. The vibrating head shall be kept from contact with the surfaces of the forms. Care shall be taken not to vibrate concrete excessively or to work it in any manner that causes segregation of its constituents.

3.13 FINISHING CONCRETE SURFACES

A. General: Surfaces shall be free from fins, bulges, ridges, offsets, honeycombing, or roughness of any kind, and shall present a finished, smooth, continuous hard surface. Allowable deviations from plumb or level and from the aligranent, profiles, and dimensions shown on the Drawings are defined as tolerances and are specified herein. These tolerances are to be distinguished from irregularities in finish as described herein. Aluminum finishing tools shall not be used.

B. Formed Surfaces: No treatment is required after form removal except for curing, repair of defective concrete, and treatment of surface defects. Where architectural finish is required, it shall be as specified or as shown on the Drawings.

C. Unformed Surfaces: After proper and adequate vibration and tamping, all unformed top surfaces of slabs, floors, walls, and curbs shall be brought to a uniform surface with suitable tools. The classes of finish specified for unformed concrete surfaces are designated as follows:

1. Finish U1: Sufficient leveling and screeding to produce an even, uniform surface with surface irregularities not to exceed 3/8 inch. No further special finish is required.

2. Finish U2: After sufficient stiffening of the screened concrete, surfaces shall be float finished with wood or metal floats or with a finished machine using flat blades. Excessive floating of surfaces while the concrete surface to absorb excess moisture will not be permitted. Floating shall be the minimum necessary to produce a surface that is free from screed marks and is uniform in texture. Surface irregularities shall not exceed 1/4 inch. Joints and edges shall be tooled where shown on the Drawings or as determined by the OWNER.

3. Finish U3: After the floated surface (as specified for Finish U2) has hardened sufficiently to prevent excess of fine material from being drawn to the surface, steel troweling shall be performed with firm pressure such as will flatten the sandy texture of the floated surface and produce a dense, uniform surface free from blemishes, ripples and trowel marks. The finish shall be smooth and free of all irregularities.

4. Finish U4: Steel trowel finish (as specified for Finish U3) without local depressions or high points. In addition, the surface shall be given a light hairbroom finish with brooming perpendicular to drainage unless otherwise shown. The resulting surface shall be rough enough to provide a nonskid finish.

D. Uniformed surfaces shall be finished according to the following schedule:

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UNFORMED SURFACE FINISH SCHEDULE

Area	Finish
Grade slabs and foundations to be covered with concrete or fill material	U1
Floors to be covered with topping grout	U2
Slabs to be covered with built-up roofing	U2
Slabs	U4

3.14 CURING AND DAMPPROOFING

A. All concrete shall be cured for not less than 14 days after placing, in accordance with the methods specified herein for the different parts of the work, and described in detail in the following paragraphs.

FINISH SCHEDULE

Surface to be Cured or Dampproofed	Method
Unstripped forms	1
Construction joints between footings and walls, and between floor slab and columns	2
Encasement concrete and thrust blocks	3
All concrete surfaces not specifically provided for elsewhere in this Paragraph	4

B. Method 1: Wooden forms shall be wetted immediately after concrete has been placed and shall be kept wet with water until removed. If steel forms are used, the exposed concrete surfaces shall be kept continuously wet until the forms are removed. If forms are removed within 14 days of placing the concrete, curing shall be continued in accordance with Method 4.

C. Method 2: The surface shall be covered With burlap mats which shall be kept wet with water for the duration of the curing period, until the concrete in the walls has been placed. No curing compound shall be applied to surfaces cured under Method 2.

D. Method 3: The surface shall be covered with moist earth not less than 4 hours, nor more than 24 hours, after the concrete is placed. Earthwork operations that may damage the concrete shall not begin until at least 7 days after placement of concrete.

E. Method 4: The surface shall be sprayed with a liquid curing compound. It shall be applied in accordance with the manufacturers printed instructions at a maximum coverage rate of 200 square feet per gallon and in such a manner as to cover the surface with a uniform film which will seal thoroughly.

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F. Care shall be exercised to avoid damage to the seal during the curing period. Should the seal be damaged or broken before the expiration of the curing period, the break shall be repaired immediately by the application of additional curing compound over the damaged portion.

G. Wherever curing compound may have been applied by mistake to faces against which concrete subsequently is to be placed and to which it is to adhere, said compound shall be entirely removed by hydroblasting just prior to the placing of new concrete.

H. Curing compound shall be applied as soon as the concrete has hardened enough to prevent marring on uniformed surfaces, and within 2 hours after removal of forms from contact with formed surfaces. Repairs required to be made to formed surfaces shall be made within the said 2-hour period; provided, however, that any such repairs which cannot be made within the said 2-hour period shall be delayed until after the curing compound has been applied. When repairs are to be made to an area on which curing compound has been applied, the area involved shall first be wet-sandblasted to remove the curing compound, following which repairs shall be made as provided herein.

3.15 PROTECTION

A. The CONTRACTOR shall protect all concrete against injury until final acceptance by the OWNER. Fresh concrete shall be protected from damage due to rain. The CONTRACTOR shall provide such protection while the concrete is still plastic and whenever such precipitation is imminent or occurring.

3.16 TREATMENT OF SURFACE DEFECTS

A. As soon as forms are removed, all exposed surfaces shall be carefully examined and any irregularities shall be immediately rubbed or ground in a satisfactory manner in order to secure a smooth, uniform, and continuous surface. Plastering or coating of surfaces to secure a smooth, uniform, and continuous surface. Plastering or coating of surfaces to be smoothed will not be permitted. No repairs shall be made until after inspection by the OWNER. In no case will extensive patching of honeycombed concrete be permitted. Concrete containing minor voids, holes, honeycombing, or similar depression defects shall have them repaired as specified herein. Concrete containing extensive voids, holes, honeycombing, or similar depression defects, shall be completely removed and replaced. All repairs and replacements herein specified shall be promptly executed by the CONTRACTOR at its own expense.

B. Defective surfaces to be repaired shall be cut back from trueline a minimum depth of 1/2 inch over the entire area. Feathered edges will not be permitted. Where chipping or cutting tools are not required in order to deepen the area properly, the surface shall be prepared for bonding by the removal of all laitance or soft material, and not less than 1/32 inch depth of the surface film from all hard portions, by means of an efficient sandblast. After cutting and sandblasting, the surface shall be wetted sufficiently in advance of shooting with shotcrete or with cement mortar so that while the repair material is being applied, the surfaces under repair will remain moist, but not so wet as to overcome the suction upon which a good bond depends. The material used for repair proposed shall consist of a mixture of one sack of cement to 3 cubic feet of sand. For exposed walls, the cement shall contain such a

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proportion of Atlas white Portland cement as is required to make the color of the patch match the color of the surrounding concrete.

C. Holes left by tie-rod cones shall be reamed with suitable toothed reamers so as to leave the surfaces of the holes clean and rough. These holes then shall be repaired in an approved manner with dry-packed cement grout. Holes left by form-tying devices having a rectangular cross-section, and other imperfections having a depth greater than their least surface dimension, shall not be reamed, but shall be repaired in an approved manner with dry-packed cement grout.

D. All repairs shall be built up and shaped in such a manner that the completed work will conform to the requirements of this Section, using approved methods which will not disturb the bond, cause sagging, or cause horizontal fractures. Surfaces of said repairs shall receive the same kind and amount of curing treatment as required for the concrete in the repaired section.

3.17 CARE AND REPAIR OF CONCRETE

A. The CONTRACTOR shall protect all concrete against injury or damage from excessive heat, lack of moisture, overstress, or any other cause until final acceptance by the OWNER. Particular care shall be taken to prevent the drying of concrete and to avoid roughening or otherwise damaging the surface. Any concrete found to be damaged, or which may have been originally defective, or which becomes defective at anytime prior to the final acceptance of the completed work, or which departs from the established line or grade, or which, for any other reason, does not conform to the requirements of the Contract Documents, shall be satisfactorily repaired or removed and replaced with the acceptable concrete at the CONTRACTOR's expense.

3.18 GROUT INSTALLATION

A. All surface preparation, curing, and protection of cement grout shall be as specified herein. The finish of the grout surface shall match that of the adjacent concrete.

B. The CONTRACTOR through the manufacturer of nonshrink grout and epoxy grout shall provide on-site technical assistance upon request, at no additional cost to the OWNER.

C. All mixing, surface preparation, handling, placing, consolidation, and other means of execution for prepackaged grouts shall be done according to the instructions and recommendations of the manufacturer.

D. Grout shall be placed in such a manner, for the consistency necessary for each application, so as to assure that the space to be grouted is completely filled.

- END OF SECTION -

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SECTION 15000

PIPING GENERAL

Part 1 - GENERAL

1.01 THE REQUIREMENT

A. The CONTRACTOR shall furnish and install to the required line and grade, all piping together with all fittings and appurtenances, required for a complete installation. All piping located outside the face of structures or building foundations and all piping embedded in concrete within a structure or foundation shall be considered exterior piping.

B. The CONTRACTOR shall furnish and install fittings, couplings, connections, sleeves, adapters, harness rods and closure pieces as required to connect pipelines of dissimilar materials and/or sizes herein included under this Section and other concurrent contracts for a complete installation.

C. The CONTRACTOR shall furnish all labor, materials, equipment, tools, and services required for the furnishing, installation and testing of all piping as shown on the Drawings, specified in this Section and required for the Work. Piping shall be furnished and installed of the material, sizes, classes, and at the locations shown on the Drawings and/or designated in this Section. Piping shall include all fittings, adapter pieces, couplings, closure pieces, joint restraints, harnessing rods, hardware, bolts, gaskets, wall sleeves, wall pipes, hangers, supports, and other associated appurtenances for required connections to equipment, valves, or structures for a complete installation.

D. Piping assemblies under 4-inch size shall be generally supported on walls and ceilings, unless otherwise shown on the Drawings, Architectural Specifications or ordered by the ENGINEER, being kept clear of openings and positioned above "headroom" space. Where practical, such piping shall be run in neat clusters, plumb and level along walls, and parallel to overhead beams.

E. The CONTRACTOR shall provide taps on piping where required or shown on the Drawings. Where pipe or fitting wall thicknesses are insufficient to provide the required number of threads, a boss or pipe saddle shall be installed.

F. The work shall include, but not be limited to, the following:

1. Connections to existing pipelines.
2. Test excavations necessary to locate or verify existing pipe and appurtenances.
3. Installation of all new pipe and materials required for a complete installation.
4. Cleaning, testing and disinfecting as required.

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SECTION 15000

PIPING GENERAL

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Division 1, General Requirements
B. Division 2, Sitework
C. Division 9, Finishes
D. Division 15, Mechanical Construction

1.03 SUBMITTALS

A. The CONTRACTOR shall submit complete shop drawings and certificates, test reports, affidavits of compliance, of all piping systems, in accordance with the requirements in Section 01300 – Submittals and as specified in the individual piping sections.
B. Each shop drawing submittal shall be complete in all aspects incorporating all information and data listed herein and all additional information required to evaluate the proposed piping material's compliance with the Contract Documents. Partial or incomplete submissions will be returned to the CONTRACTOR without review.
C. Data to be submitted shall include, but not be limited to:

1. Catalog Data consisting of specifications, illustrations, and a parts schedule that identifies the materials to be used for the various piping components and accessories. The illustrations shall be in sufficient detail to serve as a guide for assembly and disassembly.
2. Complete layout and installation drawings with clearly marked dimensions and elevations. Piece numbers which are coordinated with the tabulated pipe layout schedule shall be clearly marked. Piping layout drawings shall provide information on the following; pipe supports, location, support type, hanger rod size, insert type and the load on the hanger in pounds.
3. Weight of all component parts.
4. Design calculations specified above.
5. Tabulated pipe layout schedule which shall include the following information for all pipe and fittings, service, pipe size, working pressure, wall thickness and piece number.

D. Certifications: Prior to installation, the CONTRACTOR shall furnish an Affidavit of Compliance certified by the pipe manufacturer that the pipe, fittings and specials furnished under this Contract comply with all applicable provisions of AWWA and these specifications.

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No pipe or fittings will be accepted for use in the Work on this project until the affidavits have been submitted and accepted in accordance with Section 01300 – Submittals.

E. All expenses incurred in making samples for certification of tests shall be borne by the CONTRACTOR.

1.04 QUALITY ASSURANCE

A. Tests: Except where otherwise specified, all materials used in the manufacture of the pipe shall be tested in accordance with the applicable Specifications and Standards.

1.05 MANUFACTURER'S SERVICE REPRESENTATIVE

A. Where the assistance of a manufacturer's service representative is advisable, in order to obtain correct pipe joints, supports, or special connections, the CONTRACTOR shall furnish such assistance at no additional cost to the CITY.

1.06 MATERIAL DELIVERY, STORAGE, AND PROTECTION

A. All piping materials, fittings, valves, and accessories shall be delivered in a clean and undamaged condition and stored off the ground, to provide protection against oxidation caused by ground contact. Any materials susceptible to UV degradation shall be protected to eliminate exposure to sunlight. All defective or damaged materials shall be replaced with new materials. Storage shall conform with Section entitled "Site Access and Storage".

1.07 CLEANUP

A. After completion of the work, all remaining pipe cuttings, joining and wrapping materials, and other scattered debris, shall be removed from the site. The entire piping system shall be handed over in a clean and functional condition.

Part 2 - PRODUCTS

2.01 GENERAL

A. In accordance with the "Reduction of Lead in Drinking Water Act" (Act) enacted by the USEPA on January 4, 2011, effective January 4, 2014 all piping, fittings, fixtures, valves, and other appurtenances used in potable water supply and distribution systems shall be "lead free" as defined in Section

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1417(d) of the Safe Drinking Water Act (SDWA). All requirements of the Act as it relates to the products under this section shall be strictly adhered to.

B. All specials and every length of pipe shall be marked with the manufacturer's name or trademark, size, class, and the date of manufacture. Special care in handling shall be exercised during delivery, distribution, and storage of pipe to avoid damage and unnecessary stresses. Damaged pipe will be rejected and shall be replaced at the CONTRACTOR's expense. Pipe and specials stored prior to use shall be stored in such a manner as to keep the interior free from dirt and foreign matter.

C. Testing of pipe before installation shall be as described in the corresponding ASTM or AWWA Specifications and in the applicable standard specifications listed in the following sections. Field testing after the pipe is installed shall be as specified in Section 15995 - Pipeline Testing and Disinfection.

D. Joints in piping shall be of the type as specified in Section 15060, "Piping and Fittings".

F. Unless otherwise specified or shown on the drawings, all buried exterior piping shall have restrained joints for thrust protection, and all exposed exterior piping shall have flanged joints.

F. The Drawings indicate work affecting existing piping and appurtenances. The CONTRACTOR shall excavate test pits as required of all connections and crossings which may affect the CONTRACTOR's work prior to ordering pipe and fittings to determine sufficient information for ordering materials. The CONTRACTOR shall take whatever measurements that are required to complete the work as shown or specified.

G. Any ferrous metal pipes are required to be polywrapped, minimum 8 mil, with polywrap and secured with polutape. Polywrap and polytape to be approved by the City.

2.02 WALL PIPES

A. Where wall sleeves or wall pipes occur in walls that are continuously wet on one or both sides, they shall have water stop flanges at the center of the casting or as shown on the Drawings. Ends of wall pipes shall be flange, mechanical joint, plain end, or bell as shown on the Drawings, or as required for connection to the piping. Wall pipes shall be of the same material as the piping that they are connected to. If welded waterstop flanges are employed, welds shall be 360 degree continuous on both sides of flange. Unless otherwise shown on the Drawings, waterstop flanges shall conform to the minimum dimensions shown below:

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Pipe Size	Waterstop Flange Diameter	Waterstop Flange Thickness
4" - 12"	OD + 3.10"	0.50"
14" - 24"	OD + 4.15"	0.75"
30" - 36"	OD + 4.50"	1.00"
42" - 48"	OD + 5.00"	1.25"
54"	OD + 5.90"	1.50"
60" – 72"	OD + 6.00"	1.50"

2.03 SLEEVES

A. Unless shown otherwise, all piping passing through walls and floors shall be installed in sleeves or wall castings accurately located before concrete is poured, or placed in position during construction of masonry walls. Sleeves passing through floors shall extend from the bottom of the floor to a point 3 inches above the finished floor, unless shown otherwise. Water stop flanges are required on all sleeves located in floors or walls which are continually wet or under hydrostatic pressure on one or both sides of the floor or wall.

B. Sleeves shall be ductile iron, black steel pipe, or fabricated steel in accordance with details shown on the Drawings. If not shown on the Drawings, the CONTRACTOR shall submit to the ENGINEER the details of sleeves he proposes to install; and no fabrication or installation thereof shall take place until the ENGINEER'S acceptance is obtained. Steel sleeves shall be fabricated of structural steel plate in accordance with the standards and procedures of AISC and AWS. Steel sleeve surfaces shall receive a commercial sandblast cleaning and then be shop painted in accordance with Section 09940 - Painting.

C. When shown on the Drawings or otherwise required, the annular space between the installed piping and sleeve shall be completely sealed against a maximum hydrostatic pressure of 20 psig. Seals shall be mechanically interlocked, solid rubber links, trade name "Link-Seal", as manufactured by the Thunderline Corp., Wayne, Michigan, or equal. Rubber link, seal-type, size, and installation thereof, shall be in strict accordance with the manufacturer's recommendations. For non-fire rated walls and floors, pressure plate shall be glass reinforced nylon plastic with EPDM rubber seal and 304 stainless steel bolts and nuts. For fire rated walls and floors, two independent seals shall be provided consisting of low carbon steel, zinc galvanized pressure plates, silicon rubber seals and low carbon steel, zinc galvanized bolts and nuts.

D. Ductile iron mechanical joint; adapter sleeves shall be Clow # 1429, as manufactured by the Clow Corp., or equal. Mechanical joint adapter sleeves shall be provided with suitable gasket, follower ring, and bolts to effect a

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proper seal. In general, sleeves installed in walls, floors, or roofs against one side of which will develop a hydrostatic pressure, or through which leakage of liquid will occur, shall be so sealed. If welded waterstop flanges are employed, welds shall be 360 degree continuous on both sides of flange.

2.04 SOLID SLEEVE COUPLINGS

A. Solid sleeve couplings shall be used to connect buried service piping where shown on the Drawings. Solid sleeves shall be ductile iron, long body and shall conform to the requirements of ANSI A21.10 (AWWA C110). Unless otherwise shown or specified, solid sleeve couplings shall be Style A11760 as manufactured by American Cast Iron Pipe Co., or equal.

2.05 SLEEVE TYPE COUPLINGS (SEWER ONLY)

A. Sleeve type, flexible couplings shall be furnished and installed where shown on the Drawings.
B. Materials shall be of high strength steel and couplings shall be rated for the same pressures as the connecting piping.
C. Gaskets shall be rubber. Bolts and nuts shall be hot dipped galvanized alloy steel.
D. Couplings shall be shop primed with a premium quality primer compatible with the painting system specified in Section 09940 - Painting. Interior surfaces (exposed to wastewater) shall receive the same coating as the pipe interior.
E. Harnessing

1. Harness couplings to adjacent flanges as shown, specified or otherwise required to restrain all pressure piping.
2. Dimensions, sizes, spacing and materials for lugs, tie rods, washers, and nuts shall conform to the standards for the pipe size, and design pressure specified.
3. No less than two bolts shall be furnished for each coupling.
4. Tie bolts, nuts and washers shall be ASTM A 193, Grade B7 steel or better.
5. Harness rods shall have lengths less than 10 feet between adjacent flanged joints on fittings and shall be coated in accordance with Section 09900 - Painting.

F. All couplings shall be provided without interior pipe stop.
G. Sleeve Type Coupling suppliers, or equal:

1. Rockwell (Smith-Blair), Style 411 (2 ½" – 4").

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2. Dresser, Style 38.

2.06 MECHANICAL COUPLINGS

A. Construction: Mechanical couplings shall be provided where shown on the Drawing, and shall be of similar material as the pipe, without pipe stop, and shall be of sizes to fit the pipe and fittings shown. The middle ring shall be not less than 1/4-inch in thickness and shall be either 5 or 7-inches long for standard steel couplings, and 16-inches long for long-sleeve couplings. The followers shall be single-piece contoured mill section welded and cold-expanded as required for the middle rings. They shall be of sufficient strength to accommodate the number of bolts necessary to obtain adequate gasket pressures without excessive rolling. The shape of the follower shall be of such design as to provide positive confinement of the gasket.

B. Gaskets

1. Gaskets for mechanical couplings shall be rubber-compound material that will not deteriorate from age or exposure to air under normal storage or use conditions. Gaskets for wastewater and sewerage applications shall be Buna "N", Grade 60, or equivalent suitable elastomer. The rubber in the gasket shall meet the following specifications:

   (a) Color - Jet Black.
   (b) Surface - Nonblooming.
   (c) Durometer Hardness - 74 + 5.
   (d) Tensile Strength - 1000 psi Minimum.
   (e) Elongation - 175 percent Minimum.

2. The gaskets shall be immune to attack by the material which is being transported.
3. Where couplings are used in water containing chloramines or other fluids which attack rubber materials, gasket material shall be compatible with the piping service and fluid utilized.
4. Gasket materials used for potable water containing chloramines shall be EPDM.

C. Bolts, nuts and washers shall be ASTM A193, Grade B7 for above-ground and buried applications west of U.S. 1. Buried applications east of U.S. 1 shall use 316 stainless steel hardware.

D. All valve bolts shall be A-316 stainless steel

E. Coatings: Couplings shall be shop primed with a primer compatible with the painting system specified in the Section 09940 – Painting.

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F. Harnessing: Where harnesses are required for mechanical couplings, they shall be in accordance with the requirements shown on the Drawings.
G. Manufacturer shall be the following, or equal:

1. Rockwell (Smith-Blair), Style 411
2. Dresser, Style 38
3. Total Piping Solution, Inc. (TPS) -Hymax
4. Ford Meter Box Co., Inc., Style FC1 or FC3.

2.07 FLANGED ADAPTERS

A. Flanged adapters shall be furnished as required and as shown on the Drawings.
B. All flanged adapters, 12 inches in diameter and smaller, except as shown on the Drawings or directed by the ENGINEER, shall be locking type flanged adapters.
C. Pressure and service shall be the same as connected piping.
D. Materials shall be cast iron for pipes up to 12-inch diameter and high strength steel for pipes larger than 12 inch diameter.
E. Flanged adapters shall be shop primed with a premium quality primer compatible with the paint system specified in Section 09940 - Painting.
F. Bolts and nuts shall be alloy steel, corrosion-resistant and prime coated.
G. Flanged coupling adapters shall be harnessed by tying the adapter to the nearest pipe joint flange using threaded rods and rod tabs. The threaded rods and rod tabs shall be as shown on the Drawings.
H. Flanged adapters shall be as manufactured by Dresser Industries, Style 127 or 128, Smith Blair Corporation, or equal.

2.08 UNIONS

A. For ductile iron and PVC piping, see Section 15060, "Piping and Fittings".
B. For copper piping, unions shall have ground joints and conform to ANSI B16.18.

2.09 TAPPING SLEEVES AND TAPPING SADDLES

A. Refer to Section 15102, "Tapping Sleeves and Tapping Valves"
B. Refer to Section 15001, "Water Services and Miscellaneous Fittings".

Part 3 - EXECUTION

3.01 INSTALLATION

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SECTION 15000

PIPING GENERAL

A. All piping shall be installed by skilled workmen and in accordance with the best standard practice for piping installation as shown on the Drawings, specified or recommended by the pipe manufacturer. Proper tools and appliances for the safe and convenient handling and installing of the pipe and fittings shall be used. Great care shall be taken to prevent any pipe coating from being damaged on the inside or outside of the pipe and fittings. All pieces shall be carefully examined for defects, and no piece shall be installed which is known to be cracked, damaged, or otherwise defective. If any defective pieces should be discovered after having been installed, it shall be removed and replaced with a sound one in a satisfactory manner by the CONTRACTOR and at his own expense. Pipe and fittings shall be thoroughly cleaned before they are installed and shall be kept clean until they are accepted in the complete work. All piping connections to equipment shall be provided with unions or coupling flanges located so that piping may be readily dismantled from the equipment. At certain applications, Dresser, Victaulic, or equal, couplings may also be used. All piping shall be installed in such a manner that it will be free to expand and contract without injury to itself or to structures and equipment to which it is connected. All piping shall be erected to accurate lines and grades with no abrupt changes in line or grade and shall be supported and braced against movement, temporary, or permanent. All exposed piping shall be installed with vertical and horizontal angles properly related to adjoining surfaces or pipes to give the appearance of good workmanship. Unless otherwise shown or approved, provided a minimum headroom clearance under all piping of 7 feet 6 inches.

B. Unless otherwise shown or specified, all waste and vent piping shall pitch uniformly at a 1/4-inch per foot grade and accessible cleanouts shall be furnished and installed as shown and as required by local building codes. Installed length of waste and vent piping shall be determined from field measurements in lieu of the Drawings.

C. All excavation shall be made in such a manner and to such widths as will provide ample room for properly installing the pipe and permit thorough compaction of backfill around the pipe. The minimum trench widths shall be in strict accordance with the "Trench Width Excavation Limits" as shown on the Drawings. All excavation and trenching shall be done in strict accordance with these specifications and all applicable parts of the OSHA Regulations, 29CFR 1926, Subpart P.

D. Enlargements of the trench shall be made as needed to give ample space for operations at pipe joints. The width of the trench shall be limited to the maximum dimensions shown on the Drawings, except where a wider trench is needed for the installation of and work within sheeting and bracing. Except

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where otherwise specified, excavation slopes shall be flat enough to avoid slides which will cause disturbance of the subgrade, damage to adjacent areas, or endanger the lives or safety of persons in the vicinity.

E. Hand excavation shall be employed wherever, in the opinion of the ENGINEER, it is necessary for the protection of existing utilities, poles, trees, pavements, or obstructions.

F. No greater length of trench in any location shall be left open, in advance of pipe laying, than shall be authorized or directed by the ENGINEER and, in general, such length shall be limited to approximately one hundred (100) feet. The CONTRACTOR shall excavate the trenches to the full depth, width and grade indicated on the Drawings including the relevant requirements for bedding. The trench bottoms shall then be examined by the ENGINEER as to the condition and bearing value before any pipe is laid or bedding is placed.

G. No pipe trench shall be backfilled until required pressure testing has been performed. All testing shall be in accordance with Section 15995 – Pipeline Testing and Disinfection.

H. All pipes passing through walls and/or floors shall be provided with wall pipes or sleeves in accordance with the specifications and the details shown on the Drawings. All wall pipes shall be of ductile iron and shall have a water stop located in the center of the wall. Each wall pipe shall be of the same class, thickness, and interior coating as the piping to which it is joined. All buried wall pipes shall have a coal tar outside coating on exposed surfaces.

Joint deflection shall not exceed 75 percent of the manufacturer's recommended deflection. Excavation and backfilling shall conform to the requirements of Section 02222 – Excavation and Backfill for Utilities, and as specified herein. Maximum trench widths shall conform to the Trench Width Excavation Limits shown on the Drawings and also with the latest OSHA requirements. All exposed, submerged, and buried piping shall be adequately supported and braced by means of hangers, concrete piers, pipe supports, or otherwise as may be required by the location.

I. Following proper preparation of the trench subgrade, pipe and fittings shall be carefully lowered into the trench so as to prevent dirt and other foreign substances from gaining entrance into the pipe and fittings. Proper facilities shall be provided for lowering sections of pipe into trenches. Under no circumstances shall any of the materials be dropped or dumped into the trench.

J. Water shall be kept out of the trench until jointing and backfilling are completed. When work is not in progress, open ends of pipe, fittings, and valves shall be securely closed so that no water, earth, or other substance will

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enter the pipes, fitting, or valves. Pipe ends left for future connections shall be valved, plugged, or capped, and anchored as required.

K. All piping shall be installed in such a manner that it will be free to expand and/or contract without injury to itself or to structures and equipment to which it is connected. All piping shall be erected to accurate lines and grades with no abrupt changes in line or grade and shall be supported and braced against movement, temporary, or permanent. All exposed piping shall be installed with vertical and horizontal angles properly related to adjoining surfaces or pipes to give the appearance of good workmanship. Pipes crossing within a vertical distance of less than or equal to one (1) foot shall be encased and supported with concrete at the point of crossing to prevent damage to the adjacent pipes as shown on the Drawings.

L. The full length of each section of pipe shall rest solidly upon the bed of the trench, with recesses excavated to accommodate bells, couplings, joints, and fittings. Before joints are made, each pipe shall be well bedded on a solid foundation; and no pipe shall be brought into position until the preceding length has been thoroughly bedded and secured in place. Pipe that has the grade or joint disturbed after laying shall be taken up and relaid by the CONTRACTOR at his own expense. Pipe shall not be laid in water or when trench conditions are unsuitable for work.

M. Proper and suitable tools and appliances for the safe convenient handling and laying of pipe shall be used and shall in general agree with manufacturer's recommendations.

N. At the close of each work day the end of the pipeline shall be tightly sealed with a cap or plug so that no water, dirt, or other foreign substance may enter the pipeline, and this plug shall be kept in place until pipe laying is resumed.

O. During the laying of pipe, each pipe manufacturer shall provide his own supervisor to instruct the CONTRACTOR's pipe laying personnel in the correct procedure to be followed.

P. All piping shall have bedding – refer to the Drawings and other Specification Sections.

3.02 JOINTS IN PIPING

A. Restrained joints: shall be provided on all pipe joints as specified herein and shown on the Drawings. Restrained joints shall be made up similar to that for push-on joints.

B. Push-on joints: include a single rubber gasket which fits into the bell end of the pipe. The gasket shall be wiped clean, flexed and then placed in the socket. Any bulges in the gasket which might interfere with the entry of the plain end of the pipe shall be removed. A thin film of lubricant shall be applied to the gasket

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surface which will come into contact with the spigot end of the pipe. The lubricant shall be furnished by the pipe manufacturer. The plain end of the pipe, which is tapered for ease of assembly, shall be wiped clean and a thick film of lubricant applied to the outside. The pipe shall be aligned and carefully entered into the socket until it just makes contact with the gasket. The joint assembly shall be completed by entering the pipe past the gasket until it makes contact with the bottom of the socket. The pipe shall be pulled "home" with an approved jack assembly as recommended by the pipe manufacturer. If assembly is not accomplished by reasonable force, the plain end shall be removed and the condition corrected.

C. Mechanical joints: shall be made up with gaskets, glands and bolts. When a joint is to be made up, the bell or socket and plain end shall be cleaned and washed with a solution or mild soap in water; the gland and gasket shall be slid onto the plain end and the end then entered into the socket until it is fully "home" on the centering ring. The gasket shall then be painted with soapy water and slid into position, followed by the gland. All bolts shall be inserted and made up hand tight and then tightened alternately to bring the gland into position evenly. Excessive tightening of the bolts shall be avoided. All nuts shall be pulled up using a torque wrench which will not permit unequal stresses in the bolts. Torque shall not exceed the recommendations of the manufacturer of the pipe and bolts for the various sizes. Care shall be taken to assure that the pipe remains fully "home" while the joint is being made. Joints shall conform to the applicable AWWA Specifications.

D. Threaded and/or screwed joints: shall have long tapered full depth threads to be made with the appropriate paste or jointing compound, depending on the type of fluid to be processed through the pipe. All pipe up to, and including 1-1/2-inches, shall be reamed to remove burrs and stood on end and well pounded to remove scale and dirt. Wrenches on valves and fittings shall be applied directly over the joint being tightened. Not more than three pipe threads shall be exposed at each connection. Pipe, in all lines subject to temperature changes shall be cut short and cold sprung into place to compensate for expansion when hot. Joints in all piping used for chlorine gas lines shall be made up with a glycerine and litharge cement. Joints in plastic piping (PVC/CPVC) shall be laid and joints made with compounds recommended by the manufacturer.

   Installation shall conform to the requirements of ASTM D2774 and ASTM D2855. Unions required adjacent to valves and equipment.

E. Solvent or adhesive welded joints: in plastic piping shall be accomplished in strict accordance with the pipe manufacturer's recommendations, including necessary field cuttings, sanding of pipe ends, joint support during setting

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period, etc. Care shall be taken that no droppings or deposits of adhesive or material remain inside the assembled piping. Solvent or adhesive material shall be compatible with the pipe itself, being a product approved by the pipe manufacturer. Unions are required adjacent to valves and equipment. Sleeve-type expansion joints shall be supplied in exposed piping to permit 1-inch minimum of expansion per 100 feet of pipe length.

F. Dielectric unions: shall be installed wherever dissimilar metals are connected except for bronze or brass valves in ferrous piping. Unions shall be provided downstream of each valve with screwed connections. The CONTRACTOR shall provide screwed or flanged unions at each piece of equipment, where shown, and where necessary to install or dismantle piping.

G. Eccentric reducers: shall be installed where air or water pockets would otherwise occur in mains because of a reduction in pipe size.

3.03 TESTING

A. All testing shall be in accordance with Section 15995 – Pipeline Testing and Disinfection

3.04 PAINTING

A. All piping specified in this Section shall be painted in accordance with Section 09940 - Painting.

- END OF SECTION -

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SECTION 15006

DUCTILE IRON PIPE AND FITTINGS

Part 1 - GENERAL

1.01 WORK INCLUDED

A. The CONTRACTOR shall furnish and install ductile iron pipe and all appurtenant work, complete in place, all in accordance with the requirements of the Contract Documents.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 01300 - Submittals
B. Section 09940 - Painting
C. Section 15000 - Piping General

1.03 REFERENCED SPECIFICATIONS, CODES, AND STANDARDS

A. Commercial Standards:

1. ANSI/AWWA C110/A21.10 Ductile-Iron and Gray-Iron Fittings 3-inch through 60-inch for Water and Other Liquids
2. ANSI/AWWA C111/A21.11 Rubber-Gasket Joints for Ductile-Iron and Gray-Iron Pressure Pipe and Fittings
3. ANSI/AWWA C151/A21.51 Ductile-Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or Other Liquids
4. ANSI/AWWA C600 Installation of Ductile-Iron Water Mains and Appurtenances

1.04 SUBMITTALS

A. Shop Drawings: The CONTRACTOR shall submit Shop Drawings of pipe and fittings in accordance with the requirements set forth in Section 01300 – "Submittals".

Part 2 - PRODUCTS

2.01 GENERAL

A. Pipe shall be centrifugally cast in metal molds or sand lined molds in accordance with ANSI A21 .51 (AWWA C151) of grade 60-42-10 ductile iron. The above standard covers ductile iron pipe with nominal pipe sizes from three inches up to and including sixty-four inches in diameter. Working

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pressure shall be as specified herein, unless higher pressure is indicated on the Piping Schedule in Section 15000 - Piping General.

B. Wall Thickness:

1. Buried push-on, mechanical, and restrained joint pipe shall have a wall thickness class in accordance with ANSI A21 .51 equal to or greater than classes indicated below, unless indicated to be otherwise in the Piping Schedule:

Buried Pipe Size	Class
4" - 12"	52
14" - 54"	**52**
60" **– 64"**	Pressure Class 150

2. All flanged, grooved pipe shall have a wall thickness class in accordance ANSI A21.15 (AWWA C115) and be rated at 250 psi working pressure. The nominal thickness of pipe 6-inch and larger shall not be less than those shown in Table 15.1 of ANSI C115. The nominal thickness of 4-inch pipe shall be ANSI C151 Class 54.

C. Joints:

1. Ductile iron pipe above grade shall be flanged. All pressurized ductile iron pipe below grade shall have thrust restrained joints. Thrust restrained push-on joint pipe shall be provided at grade where indicated on the Drawings and noted in the Piping Schedule.
2. Mechanical and push-on type joints shall be in accordance with ANSI/AWWA C153/A21 .53-00.
3. Flanges for flanged pipe shall be in accordance with ANSI A21 .15 (AWWA C1 15), shall be ductile iron, shall be manufactured in the United States, shall be rated at 250 psi maximum working pressure, and shall be similar to flange Class 125 per ANSI B 16.1. Where shown on the drawings, pipe and fittings shall be furnished with flanges similar to flange Class 250 per ANSI B1 6.1. Fittings shall be provided with flanges having a bolt circle and bolt pattern the same as the adjacent pipe and/or mechanical devices. Joint materials shall be ANSI sized and approved and shall consist of hot dip galvanized carbon steel bolts and nuts and full faced 1/8" thick neoprene gaskets.
4. No raised face flanges shall be used. The raised faces shall be milled flat.

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DUCTILE IRON PIPE AND FITTINGS

5. Flange gaskets shall be full face neoprene rubber unless noted otherwise. Flange gaskets for potable water service shall be full face EPDM as manufactured by ACIPCO Toruseal or US Pipe Flange – Type Gasket.

D. Restrained Push-on Joints (Single Gasket):

1. Restrained joints in pipe and fittings shall be of the single gasket push-on type, and shall conform to all applicable provisions of ANSI/AWWA Standard C111/A21.11, except that gaskets for pipe and fittings shall conform with Paragraph 2.01 C, and the following requirements:

   (a) Thickness of the pipe barrel remaining at grooves cut, if required in the design of restrained end joints, shall not be less than the nominal wall thickness of equal sized non restrained pipe as specified in Item 2.01 B.
   (b) Restrained joints using field welding, set screws or gaskets with expanding metal inserts will not be acceptable.
   (c) The restraining components, when not cast integrally with the pipe and fittings, shall be ductile iron or a high strength non-corrosive alloy steel.
   (d) Tee head bolts and hexagonal nuts for all restrained joints in pipe and fittings shall be of high strength cast iron with composition, dimensions and threading as specified in ANSI/AWWA Standard C11 1/A21 .11, except that the length of the bolts shall meet the requirements for the restrained joint design.
   (e) The proper number of gaskets, bolts, nuts and all necessary joint material, plus one extra gasket for every 10 joints or fraction thereof, shall be furnished with each order. The gaskets and joint accessories shall be shipped in suitable protection containers.
   (f) Each restrained joint, as well as the pipe and fitting of which it is part, shall be designed to withstand the axial thrust from an internal pipeline pressure of at least 150 psi at bulkhead conditions, regardless of its position in the pipeline, and without regard for external thrust block support.
   (g) Restrained push-on joint pipe and fittings shall be capable of being deflected after assembly. During deflection, all components in the restrained system shall be in contact to provide an equal force on all contact areas.
   (h) When restrained spigot ends are ordered the corresponding bell ends of the pipe are to be restrained.

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2. Restrained push-on joints for ductile iron pipe and fittings shall be TR-FLEX as manufactured by U.S. Pipe and Foundry, Flex-Ring (4-inch to 36-inch) and Lok-Ring (42-inch to 64-inch) by the American Ductile Iron Pipe Co., or equal. The restraining components, when not cast integrally with the pipe and fittings, shall be ductile iron or a high strength noncorrosive alloy steel. For cut grooved retainers, the thickness of barrel left after grooving shall not be less than the nominal wall thickness of equal sized non-restrained pipe as specified herein above for the centrifugally cast ductile iron pipe.
3. Restrained Mechanical Joint: Mechanical joints shall be restrained with Megalug Series 1100 as manufactured by EBAA Iron, Inc., or approved equal. Restrained mechanical joint pipe shall only be used in special cases when requested by the CONTRACTOR and acceptable to the ENGINEER. Tee head bolts and hexagonal nuts for all restrained joints in pipe and fittings shall be of high strength cast iron with composition, dimensions and threading as specified in ANSI/AWWA Standard C111 /A21 .1 1, except that the length of the bolts shall meet the requirements for the restrained joint design.

E. Fittings:

1. Shall be manufactured in accordance with ANSI A21.10 (AWWA C110) for nominal pipe sizes three inches to sixty-four inches, and shall be either flanged or mechanical joint. Any other fittings, not included in ANSI A21 .10 (AWWA C1 10) shall conform in design and performance to the requirements of this Standard.
2. Shall have a rated pressure equal to or greater than the specified working pressure for nominal pipe sizes of three inches to sixty-four inches (350 psi fittings available through and including twenty-four inches, only).
3. Grey iron fittings which conform to the specifications contained herein may be used with ductile iron pipe providing the piping systems minimum working pressure is met or exceeded.
4. Blind, filler, companion and reducing flanges shall conform to ANSI B16.1.

F. Pipe Coating General: All ductile iron pipe and fittings shall be supplied with the same coating material throughout the project. Coating shall be provided in the interior and exterior of the pipe as described hereinafter.

1. The standard asphaltic coating shall be applied prior to shipment to the exterior wall of buried pipe and fittings in accordance with ANSI A21.51 (AWWA C151).

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 15006

DUCTILE IRON PIPE AND FITTINGS

2. A coating of rust inhibitive primer, compatible with the coating system specified in Section 09940 - Painting, shall be applied prior to shipment to all exposed and interior piping.
3. Cement-Mortar Lining: Pipe and fittings not for sewage and used when asked for on the Drawings shall be cement-lined and seal-coated in accordance with ANSI/AWWA Standard C1 04/A21.4-90, Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water.
4. Where scheduled, the interior of all ductile iron pipe and fittings shall be lined with an epoxy lining. The epoxy lining shall be Protecto 401 Ceramic Epoxy as manufactured by the Protecto Division of Vulcan painters, Inc. All pipe and fittings shall be lined with a minimum dry film thickness of 40 mils, except for the gasket groove and spigot end up to six inches back from the end of the spigot which shall be lined with ten mils of the material. All ductile iron pipe and fittings shall be checked for dry film thickness in accordance with the SSPC-PA2. Each pipe joint and fitting shall be marked with the date of application of the lining system and with its numerical sequence of application on that date. The pipe CONTRACTOR shall furnish a certificate stating that lining applicator has complied with all specification requirements relative to the material, its application and inspection. Surface preparation, number of coats, application of the lining material and field touch-up shall be in strict accordance with the lining material manufacturer's recommendations. During the installation of the pipe, the lining material manufacturer shall provide the services of a field ENGINEER to instruct and demonstrate to the CONTRACTOR's personnel the procedure for the field touch-up of lining where field cuts and taps were required. Holiday inspection shall be conducted using test equipment described in American Water Works Association Standard, AWWA C210, Section 5.3.3.1. In accordance with coating manufacturer's recommendation, holiday testing may be conducted any time after the coating has reached sufficient cure.
5. Polyethylene Encasement: All ductile iron pipe, fittings and valves installed underground shall be encased with polyethylene film in accordance with ANSI Standard A21 .5, Method A or B at the CONTRACTOR's option. Encasement shall terminate 3-inches to 6-inches above ground where pipe is exposed.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 15006

DUCTILE IRON PIPE AND FITTINGS

Part 3 - EXECUTION

3.01 INSTALLATION

A. The CONTRACTOR shall perform all earthwork including excavation, backfill, bedding, compaction, sheeting, shoring and bracing, dewatering and grading in accordance with Division 2 - Sitework.

B. Unless otherwise directed, ductile iron pipe shall be laid with the bell ends facing upstream in the normal direction of flow and in the direction of laying.

C. Thrust restrained and mechanical joints shall be made in accordance with the manufacturer's standards except as otherwise specified herein. Joints between mechanical joint pipe and/or fittings shall be made in accordance with ANSI/AWWA Standard C600, except that deflection at joints shall not exceed one-half of the manufacturer's recommended allowable deflection, or one-half of the allowable deflection specified in ANSI/AWWA C600, whichever is the lesser amount.

D. Before laying thrust restrained and mechanical joint pipe and fittings, all lumps, blisters and excess bituminous coating shall be removed from the bell and spigot ends. The outside of each spigot and the inside of each bell shall be wire brushed, and wiped clean and dry. The entire gasket groove area shall be free of bumps or any foreign matter which might displace the gasket. The cleaned spigot and gasket shall not be allowed to touch the trench walls or trench bottom at any time. Vegetable soap lubricant shall be applied in accordance with the pipe manufacturer's recommendations, to aid in making the joint. The workmen shall exercise caution to prevent damage to the gasket or the adherence of grease or particles of sand or dirt. Deflections shall only be made after the joint has been assembled.

E. Prior to making up flanged joints in ductile iron pipe and fittings, the back of each flange under the bolt heads and the face of each flange shall have all lumps, blisters and excess bituminous coating removed and shall be wire brushed and wiped clean and dry. Flange faces shall be kept clean and dry when making up the joint, and the workmen shall exercise caution to prevent damage to the gasket or the adherence of grease or particles of sand or dirt. Bolts and nuts shall be tightened by opposites in order to keep flange faces square with each other, and to insure that bolt stresses are evenly distributed.

F. Bolts and nuts in thrust restrained, mechanical and flanged joints shall be tightened in accordance with the recommendations of the pipe manufacturer for a leak-free joint. The mechanics shall exercise caution to prevent overstress. Torque wrenches shall be used until, in the opinion of the ENGINEER, the mechanics have become accustomed to the proper amount of pressure to apply on standard wrenches.

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SECTION 15006

DUCTILE IRON PIPE AND FITTINGS

G. Cutting of the ductile iron pipe for inserting valves, fittings, etc., shall be done by the CONTRACTOR in a neat and workmanlike manner without damage to the pipe, the lining, or the coating. Pipe 16 inches and larger in diameter shall be cut with a mechanical pipe saw. After cutting the pipe, the plain end shall be beveled with a heavy file or grinder to remove all sharp edges.

H. Areas of loose or damaged lining associated with field cutting shall be repaired or replaced as recommended by the pipe manufacturer and required by the ENGINEER. Repair methods shall be as recommended by the manufacturer and shall be submitted to the ENGINEER for review.

I. Any work within the pipe shall be performed with care to prevent damage to the lining. No cable, lifting arms or other devices shall be inserted into the pipe. All lifting, pulling or pushing mechanisms shall be applied to the exterior of the pipe barrel.

J. Homing the pipe shall be accomplished by the use of a hydraulic or mechanical pulling device, unless otherwise accepted by the ENGINEER. No pipe shall be driven or struck in order to seat it home.

K. Cleaning: Cleaning methods shall be acceptable to the ENGINEER, and must be sufficient to remove silt, rocks, or other debris which may have entered the pipeline during its installation and shall also follow the requirements of 15995 - Pipeline Testing and Disinfection.

- END OF SECTION -

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 15008

PVC NON-PRESSURE PIPE

Part 1 - GENERAL

1.01 THE REQUIREMENT

This specification includes 4" through 15" unplasticized polyvinyl chloride (PVC) plastic non-pressure gravity sewer pipe with integral bell and spigot push-on gasket joints for the conveyance of domestic sanitary sewage.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 02222 - Excavation and Backfill for Utilities
B. Section 02730 – Gravity Sanitary Sewers
C. Section15000 - Piping General
D. Section 15007 – AWWA C900/C905 PVC Pipe
E. Section 15009 – PVC Pressure Pipe
F. Section 15995 - Pipeline Testing and Disinfection

1.03 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Commercial Standards:

ASTM D 1784	Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.
ASTM D 2241	Specification for Poly (Vinyl Chloride) (PVC) Pressure Rated Pipe (SDR-Series).
ASTM D 2321	Recommended Practice for Underground Installation of flexible Thermoplastic Sewer Pipe.
ASTM D 3034	Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.

1.04 SUBMITTALS

A. Samples: The CONTRACTOR shall submit to the CITY for review, samples of all the materials proposed for use on the Work. The samples shall be clearly marked to show the manufacturer's name and product identification and shall be submitted along with the manufacturer's technical data and application instructions. All sample submittals shall conform to the requirements for "Samples" in Section 01300, "Submittals".

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 15008

PVC NON-PRESSURE PIPE

B. Shop Drawings: The CONTRACTOR shall submit shop drawings and laying diagrams of all Pipe, joints, bends, special fittings, and piping appurtenances in accordance with Section 01300, "Submittals".
C. Certificates: The CONTRACTOR shall provide manufacturer's certificates for all materials indicating conformance to the Contract Documents.

1.05 QUALITY ASSURANCE

A. Testing: All materials testing will be based upon applicable ASTM Test Methods and AWWA Standards referenced herein for the materials specified.
B. Certificates: Manufacturer's notarized certificates of compliance shall be furnished by the CONTRACTOR.
C. The pipe shall be subjected to the specified hydrostatic strength tests, flexure tests, and crushing tests. The crushing tests shall be made on samples taken from the center of full-length sections of pipe.

1.06 CLEANUP

A. In addition to the requirements of Section 01700, "Project Closeout", the CONTRACTOR, upon completion of backfilling and grading over trenches shall remove all excess materials and equipment from the site.

Part 2 - PRODUCTS

2.01 GENERAL

A. All pipe and fittings shall meet the requirements of ASTM D3034 for 6" through 15" SDR 26 sewer pipe.
B. The CONTRACTOR shall also require the manufacturer to mark the date of extrusion on the pipe. This dating shall be done in conjunction with records to be held by the manufacturer for 2 years, covering quality control tests, raw material batch number, and other information deemed necessary by the manufacturer.
C. PVC pipe and fittings shall be homogenous throughout and free from cracks, holes, foreign inclusions or other injurious defects.
D. PVC pipe and fittings showing signs of ultra-violet degradation will not be accepted.

2.02 PIPE

A. All pipe shall have a dimension ratio (DR) of 26 and minimum pipe stiffness (PS) of 115 psi. It shall be made from quality PVC resin, compounded to

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provide physical and mechanical properties that equal or exceed cell class 12454 or 12364 as defined in ASTM D1784 (minimum tensile Modulus of 500,000 PSI).

B. Pipe shall be fabricated in 20-foot lengths and shall be suitable for use as a gravity sewer conduit.
C. The bell shall consist of an integral wall section with a solid cross section elastomeric gasket which meets the requirements of ASTM F477.
D. All PVC pipe shall be uniform in color, opacity, density and other physical properties.
E. All PVC pipe shall be continuously and permanently marked with the manufacturer's name, pipe size, the PVC cell classification and pressure rating in psi.

2.03 Joints

A. Joints shall be integral bell push-on gasket joints designed for radial compression of the elastomeric gasket inside the bell on the pipe spigot to ensure a positive seal.
B. Design joint to avoid displacement of the gasket when installed under provisions of the manufacturer's recommendation.
C. The joint design shall meet the requirements of ASTM D3212 under both pressure and 22 in. Hg vacuum.
D. Use lubricants to join pipe as recommended by the manufacturer.

2.04 Gaskets

A. Provide solid cross section elastomeric gaskets which meets the requirements of ASTM F477, molded in a circular form or extruded to the proper section and then spliced into circular form, consisting of a properly vulcanized high-grade elastomeric compound.
B. Gaskets shall be factory assembled and securely locked in place to prevent displacement during assembly. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket.
C. The basic polymer shall be natural rubber, synthetic elastomer or a blend of both.
D. Gaskets shall be manufactured of materials resistant to domestic sewage.
E. Apply an adequate compressive force to gasket to affect a positive seal under all combinations of joint tolerance.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 15008

PVC NON-PRESSURE PIPE

2.06 FITTINGS

A. All fittings for PVC pipe shall conform to the requirements of ASTM D 2241. The ring groove and gasket ring shall be compatible with PVC pipe ends. The flanged fittings shall be compatible with cast-iron or ductile iron pipe fittings.
B. The strength class of the fittings shall be not less than the strength class of any adjoining pipe.

1. Fittings Marking: Mark fittings with the following information

(a) Manufacturer's Name or Trademark.
(b) Nominal Size.
(c) The Material Designation "PVC" PSM.

C. Service Plugs shall be flexible virgin polyvinyl chloride as manufactured by Fernco Joint Sealer Company, or approved equal.
D. Adapters: As required by the field conditions.

2.07 BEDDING MATERIAL

A. Unless otherwise specified or shown, all material used for pipe bedding shall conform to the requirements of Section 02222, "Excavation and Backfill for Utilities".

Part 3 - EXECUTION

3.01 GENERAL

A. All laying, jointing, testing for defects and for leakage shall be performed in the presence of the CITY, and shall be subject to the CITY'S approval before acceptance. All material found during the progress to have defects will be rejected and the CONTRACTOR shall promptly remove such defective materials from the site of the Work.
B. Installation shall conform to the requirements of ASTM D 2321 and to the supplementary requirements or modifications specified herein. Wherever the provisions of this Section and the requirements of ASTM D 2321 are in conflict, the more stringent provision shall apply.

3.02 TRENCHING AND BACKFILL

A. Trench excavation and backfill shall conform to the requirements of Section 02222 - Excavation and Backfill for Utilities, and as specified herein.

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B. Unless otherwise specified or shown, the maximum width of trenches shall be as specified in said ASTM D 2321.

3.03 LAYING PIPE

A. The pipe shall be installed in accordance with the requirements of ASTM D 2321 and as specified herein. Sections shall be closely jointed to form a smooth flow line. Immediately before placing each section of pipe in final position for joining, the bedding for the pipe shall be checked for firmness and uniformity of surface.

B. Proper implements, tools, and facilities as recommended by the pipe manufacturer's standard printed installation instructions shall be provided and used by the CONTRACTOR for safe and efficient execution of the Work. All pipe, fittings, valves, and accessories shall be carefully lowered into the trench by means of backhoe, ropes, or other suitable equipment in such a manner as to prevent damage to pipe and fittings. Under no circumstances shall pipe or accessories be dropped or dumped into the trench.

C. Cutting and machining of the pipe shall be accomplished in accordance with the pipe manufacturer's standard procedures for this operation. Pipe shall not be cut with a cold chisel, standard iron pipe cutter, nor any other method that may fracture the pipe or will produce ragged, uneven edges.

D. The pipe and accessories shall be inspected for defects prior to lowering into the trench. Any defective, damaged or unsound pipe shall be repaired or replaced. All foreign matter or dirt shall be removed from the interior of the pipe before lowering into position in the trench. Pipe shall be kept clean during and after laying. All openings in the pipe line shall be closed with water tight expandable type sewer plugs or PVC test plugs at the end of each day's operation or whenever the pipe openings are left unattended. The use of burlap, wood, or other similar temporary plugs will not be permitted.

E. Adequate protection and maintenance of all underground and surface utility structures, drains, sewers, and other obstructions encountered in the progress of the Work shall be furnished by the CONTRACTOR.

F. Where the grade or alignment of the pipe is obstructed by existing utility structures such as conduits, ducts, pipes, branch connections to main sewers, or main drains, the obstruction shall be permanently supported, relocated, removed, or reconstructed by the CONTRACTOR in cooperation with owners of such utility structures.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 15008

PVC NON-PRESSURE PIPE

3.05 HANDLING

A. Handling of the PVC pipe shall be done with care to insure that the pipe is not damaged in any manner during storage, transit, loading, unloading, and installation.
B. Pipe shall be inspected both prior to and after installation in the ditch and all defective lengths shall be rejected and immediately removed from the working area.

3.06 FIELD JOINTING

A. Each pipe compression type joint shall be joined with a lock-in rubber ring and a ring groove that is designed to resist displacement during pipe insertion.
B. The ring and the ring seat inside the bell shall be wiped clean before the gasket is inserted. At this time a thin film of lubricant shall be applied to the exposed surface of the ring and to the outside of the clean pipe end. Lubricant other than that furnished with the pipe shall not be used. The end of the pipe shall be then forced into the ring to complete the joint.
C. The pipe shall not be deflected either vertically or horizontally in excess of the printed recommendations of the manufacturer of the coupling.
D. When pipe laying is not in progress, the open ends of the pipe shall be closed to prevent trench water from entering pipe. Adequate backfill shall be deposited on pipe to prevent floating of pipe. Any pipe which has floated shall be removed from the trench, cleaned, and relaid in an acceptable manner. No pipe shall be laid when, in the opinion of the OWNER, the trench conditions or weather are unsuitable for such Work.

3.07 INSTALLATION OF BENDS, TEES, AND REDUCERS

A. PVC fittings shall be installed utilizing standard installation procedures. Fittings shall be lowered into trench by means of rope, cable, chain, or other acceptable means without damage to the fittings. Cable, rope, or other devices used for lowering fitting into trench shall be attached around exterior of fitting for handling. Under no circumstances shall the cable, rope or other device be attached through the fitting's interior for handling. Fittings shall be carefully connected to pipe or other facility, and joint shall be checked to insure a sound and proper joint.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 15008

PVC NON-PRESSURE PIPE

3.09 PIPE-TO-PIPE CONNECTIONS

A. Pipe-to-pipe connections shall be made by using flexible banded, sheer reinforced couplings or adapter couplings, each with compression joints, in compliance with ASTM C 425.

3.10 PIPE-TO-PIPE MANHOLE CONNECTIONS

A. When a sound pipe stub-out exists at a manhole to which connection is to be made, a pipeto-pipe connection shall be made as described above. If a stub-out is not present or is faulty, an opening shall be cut in the manhole wall and the connection made. The connection shall consist of a pipe stub-out with elastomeric waterstop grouted into the opening with non-shrink grout. A flexible band coupling, as shown on the details for new manholes, shall join the pipe stub-out to the replacement pipe. The invert or floor inside the manhole shall be cut and reshaped as necessary.

3.11 GRAVITY SEWER SERVICE LATERALS

A. Lateral sewers shall be installed in accordance with all the applicable requirements for pipe installation. Branch fittings shall be installed in the main line sewer as it is constructed, in the locations and configuration of the original laterals or as designated by the CITY.
B. The existing laterals shall be hand excavated to a joint, saw cut, clean and square and the appropriate adapter installed to connect the replacement laterals. Care shall be taken to maintain the slopes of the existing laterals. The laterals shall be removed and replaced from the main line to a point along the existing lateral as determined by the CITY to be in acceptable condition.
C. The CONTRACTOR shall not excavate trenches for laterals on both sides of the street at the same time unless written permission has been secured in advance to close the street.

3.12 TESTING

A. Field testing of gravity sewer pipe shall conform to the requirements of Section 15995 - Pipeline Testing and Disinfection.

- END OF SECTION -

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 15019 - MISCELLANEOUS PIPING

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. The Contractor shall furnish and install all exposed and buried mill piping as shown and specified, complete, including polyethylene tubing, copper tubing, solvent-welded PVC pipe, fittings, gaskets, bolts, insulating connections, and such other specialties as required for a complete and operable piping system in accordance with the requirements of the Contract Documents.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Excavation and Backfill for Utilities

B. Piping, General.

C. Pipeline Testing and Disinfection

1.03 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. Commercial Standards:

ANSI/ASME B1.20 1	Pipe Threads, General Purpose (inch)
ASTM B 62	Specification for Composition Bronze or Ounce Metal Castings
ASTM B 584	Specification for Copper Alloy Sand Castings for General Applications
ASTM D 2000	Classification System for Rubber Products in Automotive Applications
ASTM D-1248	Polyethylene Plastics Molding and Extrusion Materials
AWWA C 901	Polyethylene (PE) Pressure Pipe and tubing, ½" through 3" for Water Service

1.04 SUBMITTALS

A. For the materials and equipment items supplied under the provisions of this Section, the Contractor shall submit copies of the manufacturer's product specifications and performance details according to the requirements of Section entitled "Submittals."

1.05 QUALITY ASSURANCE

A. Tests: Except where otherwise specified, all material used in the manufacture of the pipe shall be tested in accordance with the applicable Specifications and Standards.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

B. Certificates: Manufacturer's notarized certificates of compliance shall be furnished by the Contractor.

C. The pipe shall be subjected to the specified hydrostatic strength tests, flexure tests, and crushing tests. The crushing tests shall be made on samples taken from the center of full-length sections of pipe.

1.06 CLEANUP

A. In addition to the requirements of Section entitled "Project Closeout", the Contractor, upon completion of backfilling and grading over trenches shall remove all excess materials and equipment from the site.

PART 2 -- PRODUCTS

2.01 COPPER TUBING

A. Copper tubing shall conform to the requirements of ASTM B 88 and shall be Type K, soft temper for buried tubing and hard-drawn for above-ground application. Fittings shall be soldered or sweated on and shall be of wrought copper to ANSI B16.22. Soldered joints shall contain 95-percent tin and 5-percent antimony. No solders or fluxes containing more than 0.2 percent of lead shall be used.

2.02 PVC (POLYVINYL CHLORIDE) PRESSURE PIPE, SOLVENT-WELDED

A. PVC pipe shall be made from all new rigid unplasticized polyvinyl chloride and shall be Normal Impact Class 12454-B, Schedule 80 to conform to ASTM D 1785, unless otherwise shown. Schedule 40 PVC pipe shall be used for piping sleeves under pavement, as shown on the drawings. Elbows and tees shall be of the same material as the pipe. Unless otherwise shown, joint design shall be for solvent-welded construction.

2.03 COMPRESSIONS COUPLINGS

A. Compression couplings shall be provided for connections of the new service connection piping at the corporation stop, angle key meter valve branch assembly, pipe joints, and the service meter. The compression couplings shall be of similar material to the meter or pipe and shall be of the sizes to fit the pipe and fittings. The compression coupling shall have stainless steel clamp or set screws, pack joint nut with beveled gasket and a gap for adjustability. Compression couplings shall be Pack Joint Couplings as manufactured by Ford Meter Box Company or equal. Meter couplings shall be model C38-23-2.5 as manufactured by Ford Meter Box Company, or equal.

2.04 PIPE THREADS

A. All pipe threads shall be in accordance with ANSI/ASME B1.20.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

2.05 POLYETHYLENE TUBING

A. The polyethylene compound from which the tubing is made shall be an ethylene hexene copolymer and shall comply with the applicable requirements as specified in ASTM D3350 providing a cell classification of 355434C and simultaneously be as specified in ASTM D1248 for Type 111 Category 5, Grade P34, Class C,. PE3408 very high molecular weight, high density polyethylene plastic material.

B. Polyethylene tubing shall have a working pressure at 200 PSI at 73.4 degrees F.

C. All tubing furnished under these specifications shall conform to the following standards:

1. AWWA C-901, ASTM D2239, ASTM D2737, ASTM D3350, ASTM D1248, ASTM F1248, ASTM D1693, ASTM D2837, and ASTM D3140.

D. Tubing dimensions and tolerances shall conform to the following requirements:

1. Polyethylene tubing surfaces shall be mirror smooth, and shall be free from bumps and irregularities. Materials must be completely homogenous and uniform in appearance.

E. Tubing dimensions and tolerances shall correspond with the values listed in AWWA C901 with a dimension ratio (DR) of 9.

F. Tubing shall be fully labeled at intervals of not more than 5 feet with brand name and manufacturer, the nominal size, PE 3408, the word "Tubing" and DR9, PC200, AWWA C901, and the seal, or mark, of the testing agency.

2.06 HIGH DENSITY POLYETHYLENE PIPE

A. General: High density polyethylene pipe shall be used for sewer replacement by pipe bursting.

B. The materials of the replacement pipe shall be PE 3408 High Density Polyethylene (HDPE) pipe and conform to requirements of ASTM F714 Polyethylene (PE) Plastic Pipe (SDR-PR) based on outside diameter, ASTM D1248, ASTM D3350 - Cell Classification PE 345434C. Sizes of the insertions to be used shall be such to increase to or renew as indicated on the Drawings. All pipe shall be made of virgin material. No rework except that obtained from the manufacturer's own production of the same formulation shall be used. The pipe shall be homogenous throughout and shall be free of visible cracks, holes, foreign material, blisters, or other deleterious faults. The minimum wall thickness of the polyethylene pipe shall have SDR 17 for gravity sewer installation and SDR 11 for force main installation, or as directed otherwise by the ENGINEER.

C. The replacement pipe shall be 1100 Series Driscopipe, SDR17 with 100 psi pressure rating for gravity sewer, and 1000 Series Driscopipe, SDR 11 with 160 psi pressure rating for force main, as manufactured by Phillps 66, or equal.

D. The inside diameter of the replacement pipe for gravity sewer shall be color coded and equivalent to the soft white Driscopipe Opticore pipe, or equal.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

PART 3 -- EXECUTION

3.01 INSTALLATION

A. Couplings: Pipe couplings shall be installed in strict accordance with the manufacturer's printed recommendations, using the correct style coupling and gasket for any given application.

B. Plastic Pipe: PVC pipe joints shall be solvent-welded in accordance with the manufacturer's instructions. Expansion joints or pipe bends shall be provided to absorb pipe expansion over a temperature range of 100 degrees F, unless otherwise shown. Care shall be taken to provide sufficient supports, anchors, and guides, to avoid stress on the piping. The Contractor shall obtain the services of the pipe supplier, to instruct the pipe fitters in the correct way of making solvent welded joints. Only clean, fresh solvent shall be used at any time.

- END OF SECTION -

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 15056

PIPE SUPPORT

Part 1 - GENERAL

1.01 DESCRIPTION

A. Design, and provide a complete system of pipe supports with inserts, bolts, nuts, restraining and hanger rods, washers, miscellaneous steel, sliding Teflon plates, and accessories as indicated and specified. The term pipe support includes hangers, guides, restraints, anchors and saddles.

B. Provide all support systems and the design of all support systems for all piping as specified herein. The Contractor shall provide pipe support locations, configurations and details through accepted shop drawing submittals stamped by a Registered Professional Engineer as specified herein.

C. The Contractor shall be responsible for the proper design, fabrication, location, shop drawings and installation of all pipe supports in accordance with the specified requirements.

D. Pipe support locations and types for piping 12 in. and larger shall be determined by the Contractor using the guidelines for support spacing specified herein and other criteria contained in this pipe support specification. Guidelines for pipe supports may need to be adjusted based upon field coordination, field routing, or other considerations outlined herein such as structural load limits. The Contractor may revise the pipe support locations and details through accepted shop drawing submittals stamped by a Registered Professional Engineer as specified herein. The Contractor is responsible for the proper design, installation and fabrication of all pipe supports in accordance with the specified requirements. For pipe supports Y2 in. and larger pipe support shop drawings together with a marked up piping drawing showing support number, location and typical type shall be submitted by the Contractor for acceptance.

   1. The Contractor shall be responsible for coordinating all pipe support designs for all trades to ensure compliance with all of the requirements of this specification, including but not limited to the total limitations specified herein.

E. Design and provide all temporary pipe supports required during installation and testing.

1.02 RELATED WORK

A. Division 1: General Requirements

B. Section 03300, “Cast-in-place Concrete, Reinforcing and Formwork”

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 15056

PIPE SUPPORT

1.03 REFERENCES:

A. American Institute of Steel Construction (AISC) Manual of Steel Construction.
B. American Society for Testing and Materials (ASTM) Publications:

1. A36: Specification for Structural Steel.
2. A500: Cold formed welded and seamless carbon steel structural tubing.
3. E165: Practice for Liquid Penetrant Inspection Method.
4. E709: Practice for Magnetic Particle Examination.
5. A307: Specification for Carbon Steel Bolts and studs, 60,000 psi Tensile.
6. A3 12: Seamless and welded austenic stainless steel pipe.
7. A572: Specification for Steel Plate.

C. American National Standards Institute (ANSI):

1. ASME/ANSI B3 1.1: Power Piping Code.

D. American Welding Society (AWS) Code: 1. Structural Welding Code D1. 1.
E. Manufacturers' Standardization Society (MSS):

1. MSS SP-58: Pipe Hangers and Supports - Materials and Design.

(a) MSS SP-69: Pipe Hangers and Supports - Selection and Application.
(b) MSS SP-89: Pipe Hangers and Supports - Fabrication and Installation Practices.
(c) MSS SP-90: Guidelines on Terminology for Pipe Hangers and Supports

F. National Association of Expansion Joint Manufacturers: Standards of the Expansion Joint Manufacturers Association, Inc.
G. OSHA 1.04 SEISMIC DESIGN REQUIREMENTS:
H. It shall be the responsibility of the Contractor to conform to the seismic design requirements for this project and for the work of this specification section.
I. Provide all pipe supports designed in accordance with the seismic requirements indicated and specified.
J. Additionally, provide with the Certificate Design, certification signed by a registered structural engineer stating that computations were performed and that all components have been sized for the seismic forces specified and indicated.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 15056

PIPE SUPPORT

1.05 SUBMITTALS:

A. Shop Drawings: Submit the following in accordance with Section 01300 – Submittals:

1. Pipe support drawings specified in paragraph 1.01 and including data for accessory items for acceptance prior to fabrication. The Contractor shall submit pipe support coordination drawings including all piping and pipe supports for all trades.

   (a) Detailed drawing of the device with dimensions.
   (b) A table of applied forces and moments.
   (c) A complete bill of materials.
   (d) A unique identification and revision level.
   (e) Stamp of a Registered Professional Engineer, registered in the state where this project is being constructed, experienced in pipe support design and pipe stress analysis as specified in paragraph. 1.06 E.
   (f) Detailed connections to existing structure.
   (g) Indicate all welds, both shop and field, by Standard Units of Measurement as specified in AWS D1.1-1.7.

2. Welding Procedure: Submit description as required to illustrate each welding procedure to be performed in the specified work.
3. Welding Equipment: Submit descriptive data for welding equipment, including type, voltage and amperage.
4. Qualification for Welders: Provide certification that welders to be employed in work have satisfactorily passed AWS or ASME qualification tests. If recertification of welders is required, retesting is the Contractor's responsibility at no additional cost to the Owner.

B. Pipe support manufacturers' qualifications as specified in paragraph 1.06.E.

   (a) List of at least five (5) successful pipe support projects and current addresses and telephone numbers of persons in charge of representing the owner or the owner of those construction projects during the time of pipe support design, fabrication and installation.
   (b) Qualification of manufacturers' Registered Professional Engineer, registered in the state where this project is being constructed, who stamps and seals shop drawings and designs.

C. Coordination drawings for pipe supports shall include as a minimum the following information.

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(a) These coordination drawings will be used by the Contractor to ensure that the pipe supports do not obstruct access, access for equipment operation or removal including all mechanical and electrical equipment, panels, valves, gauges, and instrumentation.
(b) The Contractor shall be responsible for including and coordinating the work of all subcontractors into the coordination drawings.
(c) Prepare reproducible coordination drawings, indicating equipment, piping, valves, expansion joints, ductwork, conduit, cable trays, junction boxes, lighting fixtures, sleeves, inserts, embedments, supports, hangers and appurtenances at not less than 1/4 inch scale. Drawings shall show beams, columns, ceiling heights, wall, floors, partitions and structural features as indicated on the contract drawings. Individual pipes and conduit 2-in. or less in diameter that will be field routed need not be shown on coordination drawings.
(d) Coordination drawings shall include large-scale details as well as cross and longitudinal sections as required to fully delineate all conditions. Particular attention shall be given to the location, size, and clearance dimensions of equipment items, shafts, operators and necessary maintenance access.
(e) Make all minor changes in duct, pipe or conduit routings that do not affect the intended function, but items may not be resized or exposed items relocated without the approval of the Owner. No changes shall be made in any wall locations, ceiling heights, door swings or locations, window or other openings or other features affecting the function or aesthetic effect of the building. If conflicts or interferences cannot be resolved, the Owner shall be notified. Any problems of coordination that require architectural or structural changes of design shall be submitted to the Owner for resolution.
(f) After the reproducible drawings have been coordinated and all changes have been made, the drawings shall be signed by the Contractor and all subcontractors indicating that all work on that drawing has been coordinated with all associated vendors and subcontractors and all conflicts have been resolved.
(g) Relocation of any duct, pipe, conduit or other material that has been installed without proper coordination among all trades shall be performed at no additional cost to the Owner.

D. Written notification of any deviations from the requirements of this specification.
E. Support documentation and justification as specified.

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F. Certificates of Design signed by a Registered Professional Engineer for all pipe supports. See Section 01300 for form.

1.06 QUALITY ASSURANCE

A. Provide in accordance with Section 01400 and as specified herein.
B. Pipe supports: All supports and parts shall conform to the latest requirements of the Code for Pressure Piping ASME/ANSI B3 1.1 and Manufactures Standardization Society (MSS) Standard Practice SP-58, SP-69, SP-89 and SP-90 except as supplemented or modified by the requirements of this specification.
C. Structural Concrete: Conform to the requirements of Section 03300, "Cast-in-place Concrete, Reinforcing and Formwork". Concrete strength: 4,000 PSI unless noted otherwise.
D. Conform to the requirements of the latest edition of the AISC Manual of Steel Construction for miscellaneous and supplementary steel. Tube steels are ASTM A500 Grade B, structural shapes A36, plates A-572 or equal. Stainless steel structural members shall conform to ASTM requirement Type 31 6L.
E. Pipe Support Manufacturer Qualifications:

1. Must possess a written quality assurance program.
2. Have a minimum of 5 years experience in the design and fabrication of pipe supports.
3. Have completed the design and fabrication of at least 5 successful pipe support projects of equal size, complexity, and systems as this project within the past 10 years.
4. Retains the services of a Registered Professional Engineer, registered in the state where this project is being constructed, with a minimum of ten years experience in the design of piping systems and pipe supports.
5. Manufacturers' Standardization Society (MSS) Member.
6. Have a field service technician on staff with at least 5 years experience in resolving field installation, interference and interface problems associated with the design, installation and manufacture of pipe supporting components.
7. Hanger inspections shall be performed in accordance with MSS-SP-89 and ASME B3 1.1.

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SECTION 15056

PIPE SUPPORT

1.08 DELIVERY, STORAGE, AND HANDLING:

A. Materials shall be stored as to ensure the preservation of their quality and fitness for the work. When considered necessary they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground.
B. Shipping:

1. Ship equipment, material and spare parts complete except where partial disassembly is required by transportation regulations or for protection of components.

C. Receiving:

1. Inspection and inventory items upon delivery to site.
2. Store and safeguard material in accordance with manufacturers' written instructions.

1.09 SPECIAL REQUIREMENTS

A. Refer to applicable specification sections of Division 1 and provide the following.

1. Foundations, Installations and Grouting.
2. Bolts, Anchor Bolts, and Nuts.
3. Sleeves and inserts.
4. Protection against electrolysis.

Part 2 - PRODUCTS

2.01 MANUFACTURERS:

A. Carpenter & Paterson.
B. Grinnell Corporation.
C. Basic Engineers Inc.
D. Or acceptable equivalent

2.02 MATERIALS:

A. Provide materials used in pipe supports, which are compatible with the pipes to which they are attached. Provide Type 31 6L stainless steel supports for all stainless steel piping. Copper plated pipe supports are not acceptable.
B. Allowable materials: As indicated in ANSI B31.1 Appendix A and MSS-SP-58 Table 2.

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C. Provide Type 31 6L stainless steel for pipe supports, hangers, guides, restraints, and anchors that are exterior or interior submerged, in potentially wetted areas in wet wells, channels, screening and grit removal areas and in chemically corrosive atmospheres.
D. Provide only new material. Previously used and/or scrap material is not acceptable.
E. Provide tube steels that are ASTM A500 Grade B, Structural shapes A-36, plates A-572 or equal.
F. Provide sliding Teflon plates as required. The sliding surfaces shall be a nominal 3/8 in. glass filled Teflon bonded to stainless steel backup plate with a 10 gauge minimum thickness. The bearing pad upper and lower units shall be as follows: Conslide Type CSA elements as manufactured by Con-Serv. Inc., Balco TFE Slide Bearing Plates 10N-CS as manufactured by Balco Inc., or Dynalon Slide Bearings as manufactured by JVI, Inc. or acceptable equivalent product.

1. The blended TFE material used for this bearing shall be composed of virgin (unreprocessed) TFE resin tested per ASTM D1457 and reinforcing agents milled glass fibers. This structural material shall have the following representative mechanical and physical properties:
2. Tensile strength - 2,000. psi
3. Elongation - 225%
4. Specific Gravity - 2.17 to 2.22
5. The coefficient of friction shall average 0.06 under compressive load of 2,000 psi.
6. The compressive creep shall be a minimum of 2% at 2,000 psi and 70 degrees F.
7. The elements shall be flat, clean and prepared for installation in the structure. Slots and holes shall be fabricated in the bearing manufacturer's plant.
8. Concrete anchor bolts - Hilti Kwik-Bolt II Stud Anchors, Rawl Bolt, Phillips Wedge Anchors, or equal.

2.03 DESIGN, LOCATION, AND TYPE OF PIPE SUPPORTS

A. Design and provide pipe supports for piping 1/2 in. and larger to include the following loads:

1. Gravity Force: This force includes the weight of pipe, pipe contents (hydro load as required), valves, in-line equipment, insulation and any other weight imposed on the piping and/or pipe support.

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2. Thermal Expansion Force: This force is developed by the restraint of free end displacement of the piping due to thermal growth.
3. Hydrostatic/Dynamic Forces: These forces are developed due to the internal pressure (positive and negative) during operation of the piping system. These forces include the forces due to water hammer, pressure pulses due to rapid valve closure, fluid discharge resulting from pump startup, operation of positive displacement pumps, etc.
4. Wind Loadings: Wind loadings.

B. Provide supports, guides, anchors, flexible couplings and expansion joints in accordance with the coupling and joint manufacturers' specifications and requirements.
C. For all pump suction and discharge nozzles provide an anchor located between the pump nozzles and the nearest expansion joint or non-rigid coupling.
D. Where possible, provide pipe supports, which are the manufacturers' standard products.

1. Provide pipe supports with individual means of adjustment for alignment.
2. Provide pipe supports complete with appurtenances including locking and adjusting nuts.
3. Hanger rods shall be subjected to tension only.
4. Where lateral or axial pipe movement occurs, provide hangers for the necessary swing without exceeding 4 degrees. Provide base supports designed using pipe slides. The bearing surfaces: 0.06 coefficient of friction or less.
5. Provide concrete inserts capable of supporting the design loads.
6. Metal framing systems will be acceptable to support piping 2 in. and smaller.
7. Provide insulated piping supported using rigid load bearing insulation (baton board type) with 16 gauge shields to fit between the insulation and the support. Shields to encompass a minimum 1/3 of the pipe circumference and be 12 in. in length.
8. Provide load-bearing insulation capable of supporting the load, as a minimum on the bottom 60 degrees of the pipe support. Cope insulation and adjust to avoid interference of steel structures.
9. Provide supplementary steel as needed.
10. Do not support pipes from other pipe, conduits or metal stairs.
11. Chain, strap, T-bar, perforated bar and/or wire hangers are not acceptable.

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12. Contact between piping and dissimilar metals such as hangers, building structural work or equipment subject to galvanic action is not acceptable.
13. All pipe supports located in fluid flow shall be supplied with double nutting.

E. Provide thrust anchors to resist thrust where required. Wall pipes may be used as thrust anchors if so designed. Welded attachments shall be of material comparable to that of the piping, and designed in accordance with governing codes.
F. Provide expansion joints where indicated and where required based on Contractor's design of the pipe support system. Indicate expansion joints on submittal drawings.
G. Pipe supports connected to structural framing and slabs are subject to the following limitations:

1. Less than 100 lb horizontal load per support.
2. Vertical loads not to exceed a maximum load per hanger of 1000 lbs.
3. For a maximum of one pipe support per foot of slab width perpendicular to the span.

H. All outside above ground supports shall be Type 31 6L stainless steel as specified in paragraph 2.02(C).
I. Provide pipe supports that do not overload or over stress the piping, equipment, or structure that they are supporting or to which they are attached. Allowable pipe stress to be within ANSI B3 1.1 code allowable.
J. The Contractor shall provide the services of a field service technician (preferably from the pipe support manufacturer) to field coordinate the locations of supports and resolve interferences and conflicts encountered during installation.

2.04 FABRICATION:

A. Provide pipe supports formed in accordance with paragraph 5.1 of MSS-SP-58.
B. Providing welding in accordance with Structural Welding Code.
C. Provide dimensional tolerances as specified in MSS-SP-89.
D. Provide threading and tapping in accordance with MSS-SP-89.

2.05 SHOP PAINTING

A. Primer and Finish Paint: Shop apply to all exterior ferrous surfaces, minimum of two (2) coats of manufacturers standard high solids epoxy paint (min. 60% solids).

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1. Color: As specified for piping system of same service or as selected by the Engineer.
2. Provide similar additional paint for touch-up after installation.

B. Surface preparation, mixing and application and safety requirements shall be in accordance with the paint manufacturer's printed instructions.
C. Ferrous surfaces which are not to be painted shall be given a shop applied coat of grease or rust resistant coating.

Part 3 - EXECUTION

3.01 GENERAL

A. Install items in accordance with manufacturers' printed instructions and as indicated and specified herein.
B. Perform welding in accordance with Structural Welding Code:

1. Visually inspect welding while the operators are making the welds and again after the work is completed in accordance with AWS D1. 1 Section 6.0. After the welding is completed, hand or power wire brush welds, and clean them before the Qualified Inspector makes the check inspection. The Qualified Inspector shall inspect welds with magnifiers under light for surface cracking, porosity, and slag inclusions; excessive roughness; unfilled craters; gas pockets; undercuts; overlaps; size and insufficient throat and concavity. The Qualified Inspector shall inspect the preparation of grove welds for throat opening and for snug positioning for back-up bars.
2. Nondestructive evaluation of welds connecting structural steel members subjected to critical stresses: Perform in accordance with the weld quality and standards of acceptance in AWS D1.1.
3. Magnetic Particle Inspection: Perform in accordance with ASTM E 709.
4. Liquid Penetrant Inspection: Perform in accordance with ASTM E 165.
5. For weld areas containing defects exceeding the standards of acceptance in accordance with AWS D1.1, Section 3.7. Provide additional testing of the repaired area at no additional cost to the Owner.
6. Test Locations: As selected by the Owner.
7. Correct any deficiencies detected as directed by the Engineer at no additional cost to the Owner.

C. Proceed with the installation of the pipe supports only after required building structural work has been completed and concrete support structure has

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reached its 28-day compressive strength as specified in Section 03300, "Cast-in-place Concrete, Reinforcing and Formwork".

D. Install pipe supports to comply with MSS-SP-89. Group parallel runs of horizontal piping to be supported together on trapeze type hangers.Install pipe supports to provide indicated pipe slopes. Do not exceed maximum pipe deflection allowed by ANSI B3 1.1.
E. For exposed continuous pipe runs, install pipe supports of same type and style as installed for adjacent similar piping.
F. Install pipe supports to allow controlled movement of piping systems. Permit freedom of movement between pipe anchors, and facilitate action of expansion joints, expansion loops, expansion bends, and similar units.
G. Piping to be free to move when it expands or contracts except where fixed anchors are indicated or as required by the Contractor's pipe support systems. Where hanger rod swing length cannot be provided or where pipe movement based on expansion of 1 in/ 100 ft, for each 100 deg. F change in temperature exceed 1/2 in., provide sliding supports.
H. Prevent contact between dissimilar metals. Where concrete or metal support is used, place 1/8 in. thick Teflon, neoprene rubber, or plastic strip under piping at point of bearing. Cut to fit entire area of contact between pipe and pipe support.
I. Prevent electrolysis in support of copper tubing by use of pipe supports which are plastic coated. Electrician's tape is not an acceptable isolation method.
J. Apply an anti-seize compound to nuts and bolts on all pipe supports.
K. Locate reinforcing steel in concrete structure with x-ray prior to drilling for embedment plates and anchor bolts. Avoid contact or interference with reinforcing steel.

3.02 INSTALLATION OF BUILDING ATTACHMENTS

A. Support piping from structural framing, unless otherwise indicated.
B. Concrete Inserts:

1. Use existing embedded concrete items whenever possible.
2. Use expansion anchors only when existing embedded attachment points are not available or unsuitable. Attach to hardened concrete or completed masonry.

3.03 THRUST ANCHORS AND GUIDES:

A. Thrust Anchors:

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1. Center thrust anchors between expansion joints and between elbows and expansion joints for suspended piping. Anchors must hold pipe rigid to force expansion and contraction movement to take place at expansion joints and/or elbows and to preclude separation of joints.
2. Restraining rod size and number shall be as indicated and adhere to manufacturers recommendations as a minimum.

B. Pipe guides: Provide adjacent to sliding expansion joints in accordance with recommendations of the National Association of Expansion Joint Manufacturers and the specific joint manufacturer.

3.04 PIPE SUPPORTS:

A. Where piping of various sizes is to be supported together, space supports for the largest pipe size and install intermediate supports for smaller diameter pipes.
B. Provide minimum of two pipe supports for each pipe piece unless approved by Engineer.
C. Where pipe connects to equipment, support pipe independently from the equipment. Do not use equipment to support piping.
D. Provide pipe supports so that there is no interference with maintenance or removal of equipment.
E. Unless otherwise indicated or authorized by the Engineer, place piping running parallel to walls approximately 1-1/2 in. out from face of wall and at least 3 in. below ceiling.
F. Pedestal pipe supports: adjustable with stanchion, saddle, and anchoring flange. Provide grout between base plate and floor.
G. Piping supports for vertical piping passing through floor sleeves: use hot dipped galvanized steel riser clamps.
H. Support piping to prevent strain on valves, fittings, and equipment. Provide pipe supports at changes in direction or elevation, adjacent to flexible couplings, adjacent to non-rigid joints, and where otherwise indicated. Do not install pipe supports in equipment access areas or bridge crane runs.
I. Stacked horizontal runs of piping along walls may be supported by metal framing system attached to concrete insert channels.
J. Do not support piping from other piping.
K. Designs generally accepted as exemplifying good engineering practice, using stock or production parts, shall be utilized whenever possible.
L. Whenever possible, pipe attachments for horizontal piping shall be pipe clamps.

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M. All rigid rod hangers shall provide a means of vertical adjustment after erection.
N. Where the piping system is subjected to shock loads, such as disturbances due to pump discharge or thrust due to actuation of safety valves, hanger design shall include provisions for rigid restraints or shock absorbing devices.
O. Hanger rods shall be subject to tensile loading only. At hanger locations where lateral or axial movement is anticipated suitable linkage shall be provided to permit rod swing.
P. Hanger spacing shall not exceed the spacing listed below:

    1. In the case of concentrated loads the supports shall be placed as close as possible to the load to reduce the bending stress.
    2. Where changes in direction of the piping system occur between supports, the total length between supports shall be kept to less than three-fourths of the full span. When practical, a support shall be placed immediately adjacent to any change in direction of the piping system.

Q. Where practical, riser piping shall be supported independently of the connected horizontal piping. Pipe support attachments to the riser piping shall be riser clamp shear lugs. Welded attachments shall be of material comparable to that of the piping, and designed in accordance with governing codes. If friction is relied upon to support riser piping proper justification and documentation shall be submitted to ensure that enough friction force is provided to resist the applied loading.
R. Hanger components shall not be used for purposes other than for which they were designed. They shall not be used for rigging and erection purposes.
S. All threads shall be UNC unless otherwise specified.
T. TFE slide bearing plates with steel backup plates shall be stitch weld attachments to the structure. A 1/8 in. fillet weld, 1/2 in. long every 3 inches on center each side of an element shall be used unless otherwise indicated or specified by the manufacturers' written recommendations. Bearing elements with slots or holes shall be stitch welded in place for location. The TFE surfaces of the bearings shall be maintained clean and free from grit, dirt or grease.

3.05 INSULATED PIPING

A. Attach clamps, including spacers (if any), to piping with clamps projecting through insulation; do not exceed allowable pipe stresses.
B. Where vapor barriers are indicated on water piping, install coated protective shields.

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SECTION 15056

PIPE SUPPORT

3.06 FIELD PAINTING

A. Pipe supports and accessories painted in accordance with Section 09940 – Painting.

3.07 CONTRACT CLOSEOUT

A. Provide in accordance with Section 01700.

- END OF SECTION -

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SECTION 15060

PIPING AND FITTINGS

Part 1 - GENERAL

1.01 SCOPE

A. The work included in this section consists of furnishing all material, equipment and labor, and performing all operations necessary for the complete installation of all piping, fittings and accessories within the limits of work, as shown on the drawings and specified herein.
B. Where references are made to other standards or codes, unless specific date references are indicated the latest edition of said standard or code shall govern.

1.02 WORK NOT INCLUDED UNDER THIS SECTION

A. Piping installation for various types of piping systems is specified within various other sections herein. Installations specified in this section are supplementary to those sections and in the case of conflict the more stringent condition shall prevail.

1.03 RELATED SECTIONS

A. Section 01300 - Submittals
B. Section 15000 – Piping General
C. Section 15001 – Service and Miscellaneous Fittings
D. Section 15070 - Jacking and Boring
E. Section 15075 - Aerial Crossings
F. Section 15995 - Pipeline Testing and Disinfection
G. All sections specifying various types of valves.

1.04 PIPING LAYOUT

Field-verify dimensions prior to preparation of layout and shop drawings. Obtain shop drawing approval prior to fabrication of piping. All items not specifically mentioned in the Specifications or noted on the approved Plans, but which are obviously necessary to make a complete working installation shall be included.

1.05 DELIVERY, STORAGE AND HANDLING

A. During shipping, delivery and installation of pipe and accessories, handle in a manner as to ensure a sound undamaged condition.
B. Exercise particular care not to injure pipe coatings.

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SECTION 15060

PIPING AND FITTINGS

Part 3 - PRODUCTS

3.01 PIPE AND FITTINGS: DUCTILE IRON

A. GENERAL

1. In accordance with the "Reduction of Lead in Drinking Water Act" (Act) enacted by the USEPA on January 4, 2011, effective January 4, 2014 all piping, fittings, fixtures, valves, and other appurtenances used in potable water supply and distribution systems shall be "lead free" as defined in Section 1417(d) of the Safe Drinking Water Act (SDWA). All requirements of the Act as it relates to the products under this section shall be strictly adhered to.
2. As used herein, "ANSI" denotes the American National Standards Institute, "AWWA" denotes the American Water Works Association, and "ASTM" denotes the American Society for Testing and Materials.
3. All pipe and fittings to be furnished hereunder shall be manufactured in the United States, and shall conform to the referenced ANSI and/or AWWA Standard as modified herein, as appearing in the following sections.
4. All markings required on pipe and fittings, shall be clearly legible and located such that they will not be hidden or destroyed when assembled into the intended system.

B. PIPE

1. All pipe shall be ductile iron pipe conforming to ANSI/AWWA Standard C151/A21.51, "Ductile-Iron Pipe, Centrifugally Cast, for Water". All pipe and fittings for water applications shall be in full compliance with ANSI/NSF 61, "Drinking Water System Components-Health Effects". Manufacturers shall maintain their NSF certification for the duration of the Contract and any extensions thereof.
2. Wall Thickness:

   (a) Buried push-on, mechanical, and restrained joint pipe shall have a wall thickness class in accordance with ANSI A21 .51 equal to or greater than classes indicated below

Buried Pipe Size	Class
4" - 12"	52
14" - 54"	52
60" – 64"	Pressure Class 150

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3. 2. All flanged, grooved pipe shall have a wall thickness class in accordance ANSI A21.15 (AWWA C115) and be rated at 250 psi working pressure. The nominal thickness of pipe 6-inch and larger shall not be less than those shown in Table 15.1 of ANSI C115. The nominal thickness of 4-inch pipe shall be ANSI C151 Class 54.
4. For restrained joint pipe, the thickness of the pipe barrel remaining after grooves are cut, if required in the design of restrained end joints, shall not be less than the nominal wall thickness of equal sized non-restrained joint pipe as shown above.
5. Each piece of pipe shall be marked as required in Subsection 4.7 of AWWA C151-02. Letters and numerals on pipe sizes 12-inch and smaller shall be not less than 3/8-inch.
6. The Department of Public Utilities absolutely reserves the right to require the use of higher thickness or pressure class pipe in applications where in the opinion of the Engineer (i.e., the Director of the Department of Public Utilities or his representative) such use is in the best interest of the City. The Engineer's decision in this regard shall be final.
7. A sufficient quantity of non-toxic vegetable soap lubricant shall be supplied with each shipment of pipe. The soap lubricant shall be suitable for use in subaqueous trench conditions.
8. For flanged ductile-iron pipe with integrally cast flanges or threaded flanges, the nominal wall thickness of the pipe barrel shall be as specified in Section D, "Joints and Accessories", under "Flanged Joints", herein below.
9. The single gasket push-on pipe shall be shipped in standard 18-foot or 20-foot lengths, but not both. The restrained single-gasket push-on joint pipe shall be shipped in standard 18 or 20-foot lengths as specified above or fabricated lengths as noted in each order. At least two lengths of each size of single gasket push-on pipe furnished under each order shall be tested with circumferential gauges to insure that the pipe may be cut at any point along its length and have an outside diameter which will be within the manufacturer's standard design dimensions and tolerances for plain pipe. These lengths shall be identified with an easily distinguished, painted marking, longitudinally along the full length of the pipe.

C. FITTINGS

1. Fittings Conforming with ANSI/AWWA C110/A21.10-12 (Water & Sewer Use) - Restrained push-on joint fittings shall be cast ductile iron for use with ductile-iron pipe as specified above. Standard mechanical joint, push-on joint and flanged joint fittings shall also be ductile iron for use with

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ductile iron pipe as specified above. Cast ductile iron fittings in the 3-inch through 24-inch size range shall be pressure rated at 350 psi, minimum; (except flange-joint fittings shall be rated at 250 psi, minimum); and in the 30-inch through 48-inch size range shall be pressure rated at 250 psi, minimum. All fittings with mechanical joints, flange joints and push-on joints shall conform to ANSI/AWWA Standard C110/A21.10-98, "Ductile Iron and Gray Iron Fittings, 3-inch Through 48-inch, for Water and Other Liquids". In addition, fittings with mechanical joints and push-on joints shall conform to ANSI/AWWA Standard C111/A21.11-00, "Rubber-Gasket Joints for Ductile Iron Pipe and Fittings".

The weight of fittings shall be as given in ANSI/AWWA C110/A21.11-98 for ductile-iron fittings. The weight of mechanical joint fittings shall be as established in Tables 3 through 12. The weight of flanged joint fittings shall as established in Tables 13 through 20.

2. Fittings Conforming with ANSI/AWWA C153/A21.53-00 (Water & Sewer Use) - All fittings shall be cast ductile-iron for use with ductile-iron pipe as specified above. Fittings in the 3-inch through 24-inch size range shall be pressure rated at 350 psi minimum; 30-inch through 48-inch size range shall be pressure rated at 250 psi minimum; and in the 54-inch through 64-inch size range shall be pressure rated at 150 psi minimum (except for those fittings such as plugs, caps and sleeves which are normally rated at a higher pressure). No flanged fittings or mixtures of flanged with other end type fittings will be allowed in the range of 3-inch through 48-inch since they are not covered in the AWWA Standard. Flanged fittings conforming with and covered by this standard are allowed in sizes 54, 60 and 64-inch. In conformance with the standard, 54, 60 and 64-inch flanged tees, crosses and reducers with outlets of smaller dimension as listed in ANSI/AWWA C153/A21.53-00 are permitted. All fittings with mechanical joints, flange joints and push-on joints shall conform to ANSI/AWWA Standard C153/A21.53-00, "Ductile-Iron Compact Fittings for Water Service". In addition, fittings with mechanical joints and push-on joints shall conform to ANSI/AWWA Standard C111/A21.11-00, "Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings" except as otherwise allowed in C153. Mechanical joint glands shall be ductile-iron only.

   Since the C153 Standard provides only minimum dimensions, fully detailed drawings of all fittings proposed shall be supplied by the manufacturer with his bid. The tabulated nominal weight of each size and

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type of fitting shall also be supplied by the manufacturer for all items proposed. This weight shall be that of the bare casting prior to application of any lining or coating. The weight of a fitting supplied under the contract shall not be less than ninety-five (95) percent of the tabulated nominal weight supplied by the manufacturer's catalog literature for that fitting. Further, the weight of fittings supplied shall not be more than five (5) percent above the same tabulated nominal weight.

D. JOINTS AND ACCESSORIES

1. Push-On Type Joints (Single Gasket and Single Gasket with Gasket Restraint) - Push-on joints shall conform to ANSI/AWWA Standard C111/A21.11-12, except that the gaskets for pipe and fittings shall be neoprene where so specified.

   The required number of gaskets for each push-on joint pipe plus one extra for every 50 joints or fraction thereof, shall be furnished with each order. The gaskets shall be shipped in suitable protective containers. All single-gasket pipe shall be as manufactured by United States Pipe and Foundry Company (Tyton), by the American Cast Iron Pipe Company (Fastite), by McWane, Inc. (Mix of Tyton and Fastite), Tyler/Union (Tyton) or approved equal.

   Push-on joints together with both their regular and gasket-restraint gaskets shall be of the design, dimensions and tolerances of either those provided by American Cast Iron Pipe Company (Fastite/Fast-Grip) or those provided by United States Pipe and Foundry Company (Tyton/Field Lok). No other designs shall be acceptable. If required by the City of Hollywood Department of Public Utilities, the Vendor shall supply complete design drawings with dimensions, tolerances and materials of the joint and gasket being supplied within fourteen (14) calendar days of the date of receipt of the letter, fax or E-mail requiring said submission. If so required by the Department of Public Utilities, this submission shall be signed, sealed and dated by an Engineer registered to practice in the State where the manufacturer is located.

2. Mechanical Joints - Mechanical joints for fittings shall conform to ANSI/AWWA Standard C111/A21.11-12, except that the gaskets for each fitting under Groups D and D1 shall be neoprene. Bolt holes for mechanical joints shall be equally spaced, and shall straddle the vertical

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centerline. Tee head bolts and hexagonal nuts for all mechanical joints in fittings shall be of high strength low-alloy steel with composition, dimensions and threading as specified in ANSI/AWWA Standard C111/A21.11-00. Glands shall be of ductile-iron construction for ductile iron fittings, and cast gray iron or ductile iron for cast gray-iron fittings.

The proper number of gaskets, glands, bolts and nuts, all conforming to ANSI/AWWA Standard C111/A21.11-00, plus one extra gasket for every 10 joints or fraction thereof, shall be furnished with each order. The gaskets and joint accessories shall be shipped in suitable protective containers. Follower glands held in place with set screws will not be acceptable. Segmented glands will not be acceptable.

3. Mechanical Joint and Push-on Joint "Megalug®"-type Restraining Systems
Use of this type of restraint is restricted to underground mechanical joint or push-on joint applications, and in general may not be used above grade or as a substitute for flanged joints. Any above grade applications will require submission of shop drawings of the piping system where they are utilized and may require design by a Florida registered Professional Engineer.

This type of restraint may be utilized as dictated by design and/or field conditions in any mechanical joint or push-on joint underground piping system of 30-inch nominal diameter and smaller. The prior written permission of the Engineer is required for diameters of 36, 42 and 48-inch. In instances where written permission cannot be immediately obtained, verbal permission will be allowed but is to be confirmed in writing on the first business day following the substitution. If this type of restraint is used without permission or if permission is denied, the Contractor making the substitution shall be solely responsible for all costs, both direct and indirect, of immediately correcting the restraint system to the satisfaction of the Engineer.

It is recognized that flange adapters of this type form a useful tool for adjusting lengths of flanged pipe runs in instances such as runs with a large number of deflections where it is almost impossible to predict all lengths correctly. Therefore, a very restricted number of these joints will be allowed in instances where it can be clearly shown to the satisfaction of the Engineer that they are necessary. This application is restricted to 20-inch nominal diameter and below. Further, this use shall be designed in and shall not be made as a field substitution. In all instances flange

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adapters shall be rated for a minimum working pressure of 250 psi with a minimum safety factor of 2:1. In no case will these flange adapters be used as a general substitute for standard flanged joints.

The Department of Public Utilities absolutely reserves the right to require other forms of restraint and/or thrust anchoring where, in the opinion of the Engineer, the use of this form of restraint is not in the best interest of the City. In this regard, the Engineer's decision shall be final.

The "Megalug®" joint-restraint systems manufactured by EBAA Iron, Inc., of Eastland Texas, will be considered the standard of quality for the purpose of evaluating substitute systems. Any entity offering a substitute system for consideration shall demonstrate to the complete satisfaction of the Engineer that their restraint system has been in use for a minimum of three years in the United States, and shall bear the entire burden of providing all material, documentation and performance testing data to prove substantial equivalence of their restraint system to the "Megalug®" system.

Each thrust-resistant mechanical joint or push on joint made up with this type of restraint and the pipe and fitting of which it is a part, shall be designed to withstand an axial thrust from an internal pipeline pressure of at least 150 psi at bulkhead conditions without reduction because of its position in the pipeline nor for support from external thrust blocks.

This type of joint restraint shall not be used above grade except as previously specified nor shall it be used as a carrier pipe within a casing. This type of restraint shall not be used with tape wrapped pipe or with too great a coating thickness on the exterior of the pipe.

4. Restrained Push-on Joints (Single Gasket Non-Gasket Restrained) - Restrained joints in pipe and fittings shall be of the single gasket push-on type, and shall conform to all applicable provisions of ANSI/AWWA Standard C111/A21.11-12, except that gaskets for pipe and fittings shall be neoprene, where so specified, and the following requirements:

   (a) Thickness of the pipe barrel remaining at grooves cut, if required in the design of restrained end joints, shall not be less than the nominal wall thickness of equal sized non-restrained pipe as specified in Section B above.

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(b) Restrained joints using field welding, set screws, or gaskets with expanding metal inserts will not be acceptable.
(c) The restraining components, when not cast integrally with the pipe and fittings, shall be ductile iron or a high strength non-corrosive alloy steel.
(d) Tee head bolts and hexagonal nuts for all restrained joints in pipe and fittings shall be of high strength low-alloy steel with composition, dimensions and threading as specified in ANSI/AWWA Standard C111/A21.11-12, except that the length of the bolts shall meet the requirements for the restrained joint design.
(e) The proper number of gaskets, bolts, nuts and all necessary joint material, plus one extra gasket for every 10 joints or fraction thereof, shall be furnished with each order. The gaskets and joint accessories shall be shipped in suitable protection containers.
(f) Each thrust-resistant joint, and the pipe and fitting of which it is a part, shall be designed to withstand the axial thrust from an internal pipeline pressure of at least 150 psi at bulkhead conditions regardless of its position in the pipeline and regardless of it being supported by external thrust blocks.
(g) Restrained push-on joint pipe and fittings shall be capable of being deflected after assembly. During deflection, all components in the restrained system shall be in contact to provide an equal force on all contact areas.
(h) When restrained spigot ends are ordered for items of Group A, the corresponding bell ends of the pipe to be restrained (also within Group A), shall be furnished with the required matching restraining features at no additional cost other than the price bid per foot of pipe.

5. Flanged Joints - Connecting pieces with one end flanged and the other end either plain-end or mechanical joint, shall conform to ANSI/AWWA Standard C110/A21.10-12. Joint material for both the flanged end and the mechanical joint accessories for connecting pieces with a mechanical joint end shall be furnished as specified.

Flange adapters shall be used only on a restricted basis and shall not be used as a general substitute for regular flanged joints. Further, the Department of Public Utilities absolutely reserves the right to require regular flanged or other types of joints when it is considered in the City's best interest. The decision of the Engineer shall be final in such situation.

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Flanges shall be made of ductile iron conforming to ASTM 536. Flange shall be restrained by a number of individual gripping wedges operated by torque-limiting actuating screws. Each flange adapter shall have a permanently cast in identification number allowing tracing of the date, foundry and pour that fabricated the unit together with all test data for the material of the pour. Records for this purpose shall be retained by the foundry for a minimum of two years after the pour date and shall be supplied to the City within no more than two weeks after request. Factor of safety shall be a minimum of 2 to 1.

Other types of flanged fittings and flanged-joint pipe shall conform to the following requirements unless otherwise stated in the order:

(a) Flanged fittings shall conform to ANSI/AWWA Standard C110/A21.10-12, as specified hereinabove.
(b) Flanged ductile-iron pipe with integrally cast flanges shall be manufactured in accordance with ANSI/AWWA Standard C151/A21.51-09, and with provisions contained hereinabove for centrifugally cast ductile iron pipe, and shall be furnished with ANSI Standard Class 125 flanges, plain-faced and drilled, conforming to ANSI Standard B16.1, "Cast Iron Pipe Flanges and Flanged Fittings", latest revision. Hollow back flanges are not acceptable.
(c) Flanged ductile-iron pipe with threaded flanges shall be manufactured in accordance with ANSI/AWWA Standard C115/A21.15-11, "Flanged Ductile-Iron Pipe With Ductile-Iron or Gray-Iron Threaded Flanges", and shall be rated for a working pressure of 250 psi, minimum. The nominal thickness of flanged ductile-iron pipe 6-inch diameter and larger shall not be less than those shown in Table 1 of ANSI/AWWA Standard C115/A21.15-11. The nominal thickness of 4-inch diameter flanged ductile-iron pipe shall be Class 54 (min.) conforming to Tables 3 and 4 of ANSI/AWWA Standard C151/A21.51-02. The pipe shall be furnished with ANSI Standard Class 125 flanges, plain-faced and drilled, conforming to ANSI Standard B16.1, latest revision. Hollow back flanges and grey-iron flanges shall not be acceptable for use as threaded flanges. Threaded flanges shall be individually fitted and machine tightened on the threaded pipe by the manufacturer, and shall not be interchangeable in the field. Pipe lengths shall be as ordered. Removal of flanges, cutting and re-threading the pipe, and re-installing the flanges will not be permitted in any case.
(d) All flanges on ductile-iron pipe and fittings shall be of ductile iron. All joint materials for flanged pipe and fittings shall be supplied with all

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pipe or fittings ordered. Bolts and nuts shall comply with all requirements of Appendix Section A.1 of ANSI/AWWA Standard C115/A21.15-99, except that both shall be stainless steel. Unless ring gaskets are specifically called for in the order, gaskets shall be full-faced and 1/8-inch thick. Gaskets shall fully conform to the requirements of ANSI/AWWA Standard C115/A21.15-99, Appendix Section A.2, except that gaskets shall be SBR for water and neoprene for sewer usages.

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E. LININGS AND COATINGS

Asphaltic Coating

All ductile iron pipe and fittings shall be outside-coated with an asphaltic material applied by means of the airless spray method. The exterior coating shall meet AWWA Specifications for this type of coating, shall be smooth without pinholes, thin, bare or overly thick areas. Smoothness shall be such that when hand rubbed, no "sand paper" feeling will be experienced and such that the spigot area will readily slide through the gasket without pulling, tearing, rolling or otherwise disturbing the sealing capabilities of the gasket. Spigot ends shall be beveled prior to painting and to an extent that will permit ready insertion of the spigot through the gasket area.

Cement-Mortar Lining

Ductile iron pipe and fittings where so specified shall be cement-lined and seal-coated in accordance with ANSI/AWWA Standard C104/A21.4-13, "Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water".

Ceramic Epoxy Lining and Polyethylene Lining

Pipe and fittings where so specified shall be lined with either ceramic epoxy or virgin polyethylene. A Vendor may supply one or the other material but not both in the same order.

All sewer pipe and fittings of 4-inch nominal diameter and above, except for riser pipe for valves, shall be lined with either ceramic epoxy lining or virgin polyethylene. Polyethylene shall be compounded with carbon black to resist exposure to ultraviolet rays during open-air storage, and shall comply with ASTM Standard ASTM D4976-12a, "Polyethylene Plastics Molding and Extrusion Materials". Ceramic epoxy shall contain pigmentation to resist ultraviolet exposure under the same conditions.

Ceramic Epoxy Lining

1. All ductile iron pipe and fittings shall be delivered to the application facility without asphalt, cement lining or other lining on the interior surface or the first 6 inches on the spigot end of the pipe exterior.

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2. The only ceramic epoxy material approved by the Department of Public Utilities at this time is Protecto 401™ Ceramic Epoxy, manufactured by Induron Coatings, Inc., of Birmingham, Alabama. Any request for substitution must be accompanied by:

   (a) A successful history of lining pipe and fittings for sewer service
   (b) A statement from the manufacturer concerning recoatability and repair to the lining
   (c) A test report verifying the following properties and a certification of the test results:

      (1) Permeability rating of 0.00 when tested according to Method A of ASTM E96-66, "Test Method for Water Vapor Transmission of Materials", Procedure A with a test duration of 30 days.
      (2) The material shall be an amine cured novolac epoxy containing at least 20% by volume of ceramic quartz pigment.
      (3) An abrasion resistance of no more than 3 mils (.075 mm) loss after one million cycles using European Standard EN 598 (1994), Section 7.8, “Abrasion Resistance”.
      (4) The following tests must be performed on coupons from factory-lined ductile iron pipe:
         i) ASTM B-117 Salt Spray (scribed panel) - Results to equal no more than 0.0 undercutting after two years.
         ii) ASTM G95 Cathodic Disbondment 1.5 volts @ 77°F - Results to equal no more than 0.5mm undercutting after 30 days.
         iii) Immersion testing rated using ASTM D714-87
            a. 20% Sulfuric Acid - No effect after two years.
            b. 140°F 25% Sodium Hydroxide - No effect after two years.
            c. 160°F Distilled Water - No effect after two years.
            d. 120°F Tap Water (scribed panel) - 0.0 undercutting after two years with no effect.
         iv) ASTM G-22 90 - Standard practice for determining resistance of synthetic polymeric materials to bacteria. The test should determine the resistance to growth of Acidithiobacillus Bacteria and should be conducted at 30°C for a period of seven days on a minimum of 4 panels. The growth must be limited only to trace amounts of bacteria.

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3. Application - Ceramic epoxy lining shall be applied by a competent firm with a successful history of applying linings to the interior of ductile iron pipe and fittings, following the following procedures:

   (a) Surface Preparation - Prior to abrasive blasting, the entire area which will receive the protective compound shall be inspected for oil, grease, etc. Any areas where oil, grease or any substance which can be removed by solvent is present shall be solvent cleaned using the guidelines outlined in SSPC-1 Solvent Cleaning. After the surface has been made free of grease, oil or other substances, all areas to receive the protective compounds shall be abrasive blasted using compressed air nozzles with sand or grit abrasive media. The entire surface to be lined shall be struck with the blast media so that all rust, loose oxides, etc., are removed from the surface. Only slight stains and tightly adhering annealing oxide may be left on the surface. Any area where rust reappears before coating must be re-blasted to remove all rust.

   (b) Lining - After the surface preparation and within 8 hours of surface preparation, the interior of pipe and fittings shall receive a minimum forty (40) mils dry film thickness of the protective lining. No lining shall take place when the substrate or ambient temperature is below 40°F. The surface also must be dry and dust free. If flange ends are included in the Project, the linings must not be used on the face of the flange; however, full face gaskets must be used to protect the ends of the pipe. The 40-mil system shall not be applied in the gasket grooves.

   (c) Coating of Gasket and Spigot Ends - Due to the tolerances involved, the gasket area and exterior of the spigot end up to 6 inches back from the end of the spigot must be coated with Protecto Joint Compound of six 6-mil minimum, 10-mil maximum. This coating shall be applied by brush to ensure coverage. Care should be taken that the coating is smooth without excess buildup in the gasket groove or on the spigot end. All material for the gasket groove and spigot end shall be applied after the application of the lining as specified in the preceding paragraph.

   (d) Number of Coats - The number of coats of lining material applied shall be as recommended by the lining manufacturer. However, in no case shall this material be applied above the dry thickness per coat recommended by the lining manufacturer in printed literature. The time between coats shall never exceed that time recommended by the

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lining material manufacturer. No material shall be used for lining which is not indefinitely recoatable with itself without roughening the surface.

(e) Touch-Up and Repair - Protecto Joint Compound shall be used for touch-up or repair. Procedures shall be in accordance with manufacturer's recommendations.

4. Sealing Cut Ends and Repairing Field Damaged Areas:

(a) Remove burrs caused by field cutting of ends or handling damage and smooth out the edge of the lining if rough.
(b) Remove all traces of oil, grease, asphalt, dust, dirt, etc.
(c) Areas of loose or damaged lining associated with field cutting the pipe shall be repaired, if approved by the Engineer, as recommended by the pipe manufacturer. The damaged area shall be stripped back by chiseling or scraping about 1 to 2 inches into the well-adhered lining before patching.
(d) The exposed metal and the 1 to 2-inch lining overlap shall be roughened with a coarse grade of emery cloth (#40 grit), rasp or small chisel. Avoid wire brushing or similar buffing since these tend to make the surface too smooth for good adhesion.
(e) With the area to be sealed or repaired absolutely, clean and suitably roughened, apply a coat of Protecto Joint Compound by brush in accordance with the manufacturer's recommendations.

5. Inspection and Certification

(a) Inspection:

(1) All ductile iron pipe and fitting linings shall be checked for thickness using a magnetic film thickness gauge. The thickness testing shall be done using the method outlined in SSPC- PC-2 Film Thickness Rating.
(2) The interior lining of all pipe and fittings shall be tested for pinholes with a nondestructive 2,500 volt test.
(3) Each pipe joint and fitting shall be marked with the date of application of the lining system and with its numerical sequence of application on the date.

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(b) Certification

The pipe or fitting manufacturer must supply a certificate attesting to the fact that the applicator met the requirements of this specification, and that the material used was as specified, and that the material was applied as required by the specification.

Polyethylene Lining

1. The polyethylene shall be fused to the pipe and fittings with heat to form a tightly bonded uniform lining 40 mils thick, minimum, extending from the spigot end to the gasket seat in the bell of push-on, restrained push-on and mechanical type joints.
2. Prior to preheating the pipe, 75% or more of the high-temperature oxide film shall be removed through proper preparation of pipe interior surface. Fittings shall be sand blasted. Pipe and fittings shall be uniformly preheated to a temperature adequate to provide uniform fusing of the polyethylene powders and proper bonding to the interior of the pipe and fittings.
3. The lining at the ends (spigot and bell) shall be hermetically sealed with a coal-tar epoxy. This epoxy shall coat the inside of the bell of both pipe and fitting as well as the last six inches on the inside of the spigot end of the pipe and two to three inches on the outside of the spigot end.
4. The lining of all pipe and fittings shall be subjected to and pass a test for pinholes, bare spots, metal particles, insufficient lining thickness and other defects by a method conforming to ASTM Standard G62-87 (1998), "Holiday Detection in Pipeline Coatings", Method B (high voltage). Other test methods may be submitted to the City for approval, but no approval will be granted unless it is clearly shown to the satisfaction of the City that the method is equivalent to the specified tests insofar as detecting defects and insufficient lining thickness.
5. The manufacturer shall provide certifications on the “Holiday” test as well as certifications on a uniform (spigot end to gasket seat in bell) minimum 40-mil-thick lining.

F. QUALITY ASSURANCE

1. All piping, fittings and other materials supplied under this contract shall be subject to inspection while still on the delivery truck. It is the sole responsibility of the vendor and supplier to make prior contact with the Department of Public Utilities and provide a minimum of 48-hours prior

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notice of delivery. When so notified, the City will make arrangements for inspection of the material upon arrival or within a reasonable time thereafter. Material will not be unloaded without inspection taking place either prior to, or if necessary for examination, during the unloading procedure. The City will not be responsible for any delays or additional costs created by non-compliance with the requirement for prior notification or the requirement for thorough inspection.

2. Materials shall be delivered in complete compliance with the AWWA Standards as modified herein, without damage, and shall match or exceed the quality of any samples supplied. The City absolutely reserves the right to require samples of any material supplied and to perform whatever tests considered by the Engineer, whose decision shall be final, to be in the City's best interest on said samples. Where such tests are of a destructive nature, the sample, if it passes the test will be paid for (at cost as shown by invoice) by the City. Samples failing will be immediately replaced with suitable material at the supplier's/contractor's expense. Samples required prior to order as a condition for purchase or as a materials submittal for approval will be at the supplier's/contractor's expense but, if approved and not used for destructive tests, may be used in the work with permission from the Engineer.
3. Materials found to be defective, not in strict compliance with the quality standards of samples supplied or these specifications shall be immediately returned to the vendor at his expense. If defects are discovered at a later time, the vendor shall be required to remove said items and shall bare all costs for so doing together with any replacement costs. Rejection of items may subject the vendor to liquidated and/or actual damages as specified elsewhere herein.
4. Foundries supplying materials shall maintain their metallurgical records for a minimum period of two years after fabrication and firms not doing so may be found in default.
5. Flaws which provide cause for rejection include but are not limited to:

   (a) Incorrect metallurgy or metallurgy which cannot be verified to the complete satisfaction of the Engineer
   (b) Foundry identification/location, size, pressure and material identification information lost, removed, non-existent, or not visible when assembled
   (c) Not in complete compliance with all applicable AWWA and NSF standards and requirements as modified herein and/or these specifications
   (d) Not in complete compliance with approved shop drawings

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(e) Incorrect, rough, chipped, cracked, scratched, flawed or otherwise damaged interior or exterior coatings or linings
(f) interior or exterior coatings which are too thin, or too thick to allow proper assembly, or too thick to allow proper grip by restraining gaskets or other restraining elements
(g) Pin holes or honey combing of pipe
(h) Weld spatter or excess metal in gasket grooves or the whole of the bell area
(i) Bell areas which are distorted or otherwise improperly cast
(j) Spigots which are out of round, not of proper dimension, or not beveled to an extent that will allow easy assembly of the pipe joint
(k) Gaskets which are defective or of the wrong material
(l) Lack of joint materials, improper or defective joint materials
(m) Bolting of the wrong material or size
(n) Electro-galvanizing or other exterior plating when hot-dip galvanizing is required
(o) Non-timely or non-submittal of all required certifications, incorrect/incomplete certifications, or certifications lacking the signature, date and seal of a professional engineer when so required
(p) Flanges which are too thin, not a right angles to the pipe centerline, or otherwise distorted
(q) All other flaws or defects which, in the opinion of the Engineer who's decision shall be final, adversely affect the assembly and/or function of the piping system as intended.

3.02 PIPE AND FITTINGS: POLY VINYL CHLORIDE (PVC)

A. TYPE PSM SDR-35 and SDR-26 PVC SEWER PIPE AND FITTINGS

1. Type PSM SDR-35 and SDR-26 PVC Sewer Pipe

(a) Type PSM SDR-35 and SDR-26 PVC Sewer Pipe for sewer mains and laterals shall conform to ASTM Standard D3034, "Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings", except as modified below.
(b) Pipe shall be made of PVC plastic having a cell classification of 12454-B, 12364-B, 12364-C or 13364-B as defined in ASTM Standard D1784, "Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds".

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(c) The PVC compounds used in the manufacture of the gravity sewer pipe shall be as listed in the Plastic Pipe Institute (PPI) Technical Report TR-4.

(d) The PVC pipe shall be push-on type, with bells, spigots and elastomeric gaskets, in accordance with ASTM Standard D3034, and in accordance with ASTM Standard D3212, "Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals", except as otherwise modified herein. The gaskets shall be the sole element depended upon to make the joint flexible and watertight. Joints using solvent cement will not be permitted. The pipe bells shall have an annular recess or race to seat and retain the gasket, and the gaskets may be either prepositioned by the manufacturer, or shipped separately in suitable protective containers. Pipe spigots shall be beveled. Pipe bells shall be extruded integral with the pipe barrel with a thickness equal to or greater than that of the barrel.

(e) The gaskets shall be fabricated from a high-grade elastomer compound in accordance with ASTM Standard F477, "Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe", except as otherwise modified herein. The basic polymer for the gaskets shall be synthetic rubber. Natural rubber gaskets or gaskets with both natural and synthetic rubbers will not be permitted. Gaskets shall be continuous, elastomeric, rubber ring type.

(f) Nominal laid length of Type PSM SDR-35 and SDR-26 PVC sewer pipe shall be 13 feet.

(g) Type PSM SDR-35 and SDR-26 PVC sewer pipe shall be double labeled (180 degrees apart) as follows at intervals of five (5) feet or less:

Date of manufacture - Manufacturer's name & Code
- Nominal size - Cell classification - "Type PSM
SDR-35 or SDR-26 PVC Sewer Pipe" - "Specification D3034"

2. Type PSM SDR-35 and SDR-26 PVC Sewer Fittings

(a) Type PSM SDR-35 and SDR-26 PVC Sewer Fittings shall conform to ASTM Standard D3034, "Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings", and to the specifications for Type PSM SDR-35 and SDR-26 PVC sewer pipe herein, except as modified below.

(b) The waterway and bell wall thickness shall be equal to or greater than that specified for pipe, except that for reducing fittings or those with

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smaller inlets, the wall thickness of each inlet shall be no less than the minimum wall thickness for that size pipe.

B. AWWA C900 AND C905 PVC (CI) PIPE AND FITTINGS

1. TYPE C900 and C905 PVC PIPE

(a) AWWA C900 Pipe for water and sewer mains and laterals shall conform to ANSI/AWWA C900, "(PVC) Pressure Pipe and Fabricated Fittings", for 4-inch through 12-inch PVC pressure pipe and fabricated fittings with cast-iron-pipe-equivalent (CI) outside diameter (OD) dimensions and with wall-thickness-dimension ratios (DRs) 14, 18, and 25, except as otherwise modified herein.

(b) AWWA C905 pipe for water and sewer mains and laterals shall conform to ANSI/AWWA C905, "Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 14-inch Through 48-inch for Water Transmission and Distribution", for 14-inch through 48-inch PVC pressure pipe and fabricated fittings with cast-iron-pipe-equivalent (CI) and steel-pipe-equivalent (IPS) outside diameter (OD) dimensions and wall thickness dimension ratios (DRs) of 14, 18, 21, 25, 26, 32.5, 41, and 51, except as otherwise modified herein.

(1) AWWA C900 and C905 pipe shall be made from PVC thermoplastic having physical and chemical properties which meet or exceed a cell classification of 12454-A or 12454-B virgin compounds as defined in ASTM Standard D 1784.

(2) The AWWA C900 and C905 pipe shall be push-on type, with bells, spigots and elastomeric gaskets in accordance with ASTM Standard D 3139, "Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals ". The gaskets shall conform to ASTM Standard F477 and shall be synthetic rubber. One gasket shall be furnished with each length of elastomeric-gasket bell-end pipe. Pipe spigots shall be beveled. Pipe bells shall be extruded integral with the pipe barrel with a thickness equal to or greater than that of the barrel.

(3) Nominal laid length of AWWA C900 and C905 PVC (CI) pipe shall be 20 feet.

(4) The C900 and C905 pipe shall be labeled with the following at intervals of not more than five (5) feet:

Date of manufacture - Manufacturer's Name & Code

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- Nominal size - "(CI)" - DR number – Pressure Class – Test Pressure for Hydro Tested or "NOT HYDROSTATIC PROOF TESTED" – AWWA designation number – Manufacturer's name or trade mark and production run or lot code – Seal (Mark) of the testing agency verifying suitability of material for potable water service (must be NSF).

(5) Couplings and fabricated fittings shall be marked with:

Nominal Size – "(CI)" – Deflection angle, if applicable – "PVC" – AWWA Pressure Class – AWWA designation number of the applicable standard (C900 or C905) – Manufacturer's name or trademark - Seal (Mark) of the testing agency verifying suitability of material for potable water service (must be NSF).

2. TYPE C900 and C905 PVC FITTINGS

(a) Fittings for AWWA C900 and C905, PVC (CI) shall conform to the requirements of ASTM Standard D1784 and the specifications for AWWA C900 and C905, PVC (CI) pipe herein, except as modified below.

(b) All fittings for C900 pipe shall be manufactured from PVC compound conforming to ASTM Standard D 1784-11. Fittings shall conform to the thickness requirements of DR18. All fittings, except wye branches, shall be Class 235 and shall be manufactured to withstand 755 psi quick burst pressure tested in accordance with ASTM Standard D 1599-99, "Standard Test Method for Resistance to Short-Time Hydraulic Pressure of Plastic Pipe, Tubing, and Fittings", and withstand 500 psi for a minimum of 1,000 hours tested in accordance with ASTM Standard D1598-02, "Test Method for Time-to-Failure of Plastic Pipe Under Constant Internal Pressure".

(c) All fittings for C905 pipe shall be manufactured from PVC compound conforming to ASTM Standard D1784-11. Fittings shall conform to the thickness requirements of DR18 for sizes 14 through 30-inch and DR25 for 36 through 48-inch. All fittings, except wye branches, shall be Class 235 for sizes 14 through 30-inch and Class 165 for 36 through 48-inch. Fittings 14 through 30-inch shall be manufactured to withstand 755 psi quick burst pressure tested in accordance with ASTM Standard D1599-99, "Test Method for Short-Time Hydraulic

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Failure of Plastic Pipe, Tubing, and Fittings" and withstand 500 psi for a minimum of 1,000 hours tested in accordance with ASTM Standard D1598-02, "Test Method for Time-to-Failure of Plastic Pipe Under Constant Internal Pressure". Fittings 36 through 48-inch shall be manufactured to with-stand 535 psi quick burst pressure tested in accordance with ASTM Standard D1599-99, "Test Method for Short-Time Hydraulic Failure of Plastic Pipe, Tubing, and Fittings" and withstand 350 psi for a minimum of 1,000 hours tested in accordance with ASTM Standard D 1598-02, "Test Method for Time-to-Failure of Plastic Pipe Under Constant Internal Pressure".

3. JOINT RESTRAINTS FOR C900 AND C905 PVC PRESSURE PIPE

For restraining C900 and C905 PVC pressure pipe and fittings, refer to Section 2.01.D.3, “Mechanical Joint and Push-on Joint “Megalug®”-type Restraining Systems”, elsewhere in this specification..

C. MANHOLE COUPLINGS FOR TYPE PSM SDR-35 PVC SEWER PIPE

1. Manhole couplings for Type PSM SDR-35 PVC sewer pipe shall conform to the requirements specified herein for type PSM SDR-35 PVC sewer fittings and shall be completely coated on the exterior with fine aggregate bonded to the PVC surface.

D. MANHOLE COUPLINGS FOR AWWA C900 and C905, PVC (CI) PIPE

1. Manhole couplings for AWWA C900 and C905 PVC (CI) pipe shall conform to the requirements specified hereinbefore for AWWA C900 and C905, PVC (CI) fittings, and shall be completely coated on the exterior with fine aggregate bonded into/to the PVC surface.

E. ADAPTER COUPLINGS

1. Adapter couplings shall have adjustable stainless steel shear rings. Insert shall be pro-vided with coupling. Clamps shall be all stainless steel.

F. SMALL DIAMETER PVC PIPE AND FITTINGS (SCHEDULES 40 AND 80)

1. Poly (Vinyl Chloride) (PVC) pipe and fittings specified herein are small diameter PVC with threaded, flanged and solvent cemented joints. All PVC pipe and fittings shall be made from high impact, rigid poly vinyl chloride compounds. Pipe and fittings shall be marked indicating size, type

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and schedule, ASTM Designation, manufacturer or trade mark, and shall bear the NSF (National Sanitation Foundation) seal of approval. Wherever the abbreviation PVC is used in these Specifications in relation to pipe and fittings, it shall mean poly (vinyl chloride) plastic pipe and fittings as specified herein.

2. PVC pipe shall be Schedule 80 as called for on the Plans or by the Engineer, Type I, Grade I, or Class 12454B with socket ends, and shall comply with ASTM Standard D1785, "Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80 and 120".
3. Schedule 80 socket-type fittings shall comply with ASTM Standard D2467, "Socket-Type Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80" and D2464 "Specification for Threaded Poly Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80, for threaded fittings.
4. Joining cement for PVC pipe and fittings shall comply with ASTM Standard D2564, "Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Pipe and Fittings". Cemented joints shall be made in accordance with ASTM Standard D2855, "Recommended Practice for Making Solvent-Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and Fittings".
5. Flanges: One piece molded hub type flat face flanges, 125 pound standard as specified under fittings hereinbefore.
6. Gaskets: Full faced, 1/8-inch thick, neoprene (for sewer) or SBR (for water).
7. AISI Type 316 stainless steel, ASTM A193, Grade B8M hex bolts and ASTM A194 Grade E8 hex head nuts. Bolts shall be fabricated in accordance with ANSI B 1812 and provided with washers of the same materials as the bolts.

G. CERTIFICATION

1. The Contractor shall provide the City with notarized Certifications, signed by an authorized agent of the manufacturer, that the material was manufactured, sampled, tested, and inspected in accordance with these specifications, and has been found to meet the requirements. A report of said test results shall be furnished.
2. No pipe or fitting will be accepted for use in the project until the Certifications have been sub-mitted to and approved by the City.

H. HANDLING AND STORING PVC PIPE AND FITTINGS

1. Pipe and fittings shall at all times be handled with great care to avoid damage. In loading or unloading operations, the manufacturer's unitized

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package of pipe and/or fittings shall be lifted with a forklift or other suitable equipment in such a manner as to prevent damage. Pipe may be unloaded by individual lengths. However, each length shall be slid or rolled on skidways in such a manner that the pipe is not dropped, and to avoid any shock. Under no circumstances shall pipe and/or fittings be dropped or allowed to roll or slide against obstructions.

2. Pipe and/or fittings having ultraviolet degradation, warpage, impact damage, abrasion damage, or gouges or cuts will not be accepted. Bell ends showing compression set, damage or deformation will not be acceptable.
3. Gaskets, if not prepositioned in the bell ends, shall be stored and shipped in suitable protective containers. Gaskets shall not be exposed to excessive heat, direct sunlight, oil or grease.
4. Pipe and fittings shall be stored in a manner that will prevent warpage or other damage as previously specified.
5. If the pipe and/or fittings are to be stored for any period in excess of six months in direct sunlight the items shall be covered with an opaque material. The cover shall be placed in such a manner that will permit air circulation above and around the items being covered to prevent excessive heat accumulation.
6. Pipe and fittings shall be manually or mechanically lowered into the trench for installation, and shall not be thrown, dropped or pushed in the trench.

3.03 PIPE AND FITTINGS: COPPER

A. Pipe: Copper pipe shall be Type K for interior piping and Type K Soft Temper for exterior piping, both conforming to ASTM B88, seamless, round, drawn tubing.

B. Fittings: Solder joint fittings shall be wrought copper and bronze fittings conforming to ANSI B16.22 or cast brass fittings conforming to ANSI Standard B16.18. Fittings for use with copper tubing shall be one of the following:

1. Cast Bronze Solder-Joint Fittings: Solder joint fittings of this type shall be cast bronze fittings conforming to ANSI B16.18, "Cast Brass Solder-Joint Fittings", and ASTM Standard B62, "Composition Bronze or Ounce Metal Castings", as manufactured by Chase Brass and Copper Co., Stanley G. Flagg & Co., Inc., or approved equal.
2. Wrought Copper Solder-Joint Fittings: Solder joint fittings of this type shall be wrought copper fittings in accordance with ASNI B16.22, "Wrought Copper and Bronze Sold-er-Joint Pressure Fittings".

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C. Solder: Solder shall consist of 95 percent tin and 5 percent antimony. Soldering shall be in conformance with Section 3 of the Copper and Brass Research Association Copper Tube Handbook.
D. Connection of copper pipe or fittings with galvanized pipe or fittings shall be made with dielectric fittings.

3.04 PIPE AND FITTINGS: GALVANIZED STEEL

A. Steel pipe, except as otherwise specified below, shall be Schedule 40, galvanized, seam-less steel pipe, conforming to ASTM Standard A53, "Pipe, Steel Black and Hot-Dipped, Zinc-Coated Welded and Seamless", Type S, Grade A or B. Black steel pipe may be used in fabricating items which are to be hot-dip galvanized after fabrication.
B. Screwed fittings, except as otherwise specified, shall be 150 psi galvanized malleable iron. Screwed unions shall be galvanized malleable iron with ground brass seats. Pipe threads shall be American Standard B2.1 NPT. Joint compound shall be used on all threaded joints, applied to the male threads only.
C. Furnish data certified by the manufacturer that the pipe and fittings are of the material specified. No piping will be accepted or used in construction until certificates have been submitted to and approved by the Engineer of Record.

3.05 PIPE AND FITTINGS: VITRIFIED CLAY

A. Vitrified clay pipe and fittings for gravity sewers shall be extra-strength, non-perforated. Pipe and fittings shall conform to the latest edition of ASTM Standard C700, "Vitrified Clay Pipe, Extra Strength, Standard Strength, and Perforated", and the following requirements.
B. A single fracture or crack passing through socket of the pipe bell and exceeding a length of one-half (½) inch in any direction shall be cause for rejection of the pipe. This requirement supersedes the portion of the ASTM Specifications cited above in conflict herewith.
C. The Contractor shall furnish certification from the manufacturer that the pipe and fittings used meet the requirements of ASTM Specifications C700.
D. The manufacturer shall furnish certification that the pipe and fittings supplied meet the requirements of ASTM Standard C700, latest edition. The Contractor shall be prepared to produce said certification when requested by the City.
E. Only factory bonded joints will be permitted for all vitrified clay pipe. The joints shall have rubber "O" ring type compression seals conforming to "Standard Specification for Compression Joints for Vitrified Clay Pipe and Fittings", ASTM C425, latest edition.

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F. City approved pipe joints are Polyester Ring-Type joints as manufactured by Logan Clay Products Company under the trade name of "Logan-O-Ring", Can-Tex Indus-tries under the trade name of "Can-O-Lock," or approved equal.

G. Where cast iron soil pipe or ductile iron pipe laterals are used with vitrified clay mains, the wye or tee shall be vitrified clay. For the joint between the vitrified clay wye or tee and the lateral pipe use FERNCO "Donut" No. 6-10-601 with E.H.C.I. soil pipe and "Donut" No. 6-08-607 with ductile iron laterals, or approved equals. When using E.H.C.I. soil pipe with ductile iron tees or wyes, use transition gasket by Romac or approved equal.

3.06 HIGH DENSITY POLYETHYLENE (HDPE) PIPE

A. Smooth wall high density polyethylene pipe shall be a Type III, Class C, Category 5, Grade P34; PE 3408; as defined in ASTM D1248. Minimum classification, as given by ASTM D3350, shall be PE 335434C. Pipe shall meet the standards of ASTM F714, as modified herein, including the "Government/Military Procurement" sections. Minimum hydrostatic design basis shall be 1600 psi. In all cases, hydrostatic design basis and pressure rating shall be as determined using the methods of ASTM F714. Pipe of this type shall be butt-fusion welded at joints. All welding of joints shall be in strict conformity with the recommendations of the pipe manufacturer and by a firm or individual recommended to the Engineer of Record in writing by the manufacturer.

B. As a part of the shop drawing submittals under Section 01300, “Submittals”, the Contractor shall furnish the following signed by a Florida Registered Engineer, all calculations to determine, the pipe thickness, SDR rating, allowable stresses, in accordance with ASME B31.8 -1992, Table A842.22 and recommended coating, as required by the pipe manufacturer.

3.07 HIGH DENSITY POLYETHYLENE (HDPE) FOR USE IN POTABLE WATER SERVICES 2-INCH NOMINAL DIAMETER AND LESS

A. HDPE PIPE FOR WATER SERVICES:

1. All 2-inch high density polyethylene pipe used for services shall be IPS-OD-controlled with Standard Outside Dimension Ratio (SODR) of 9, pressure rating of 200 psi, nominal outside diameter of 2.375-inches, minimum wall thickness of 0.264-inches, PE 3408, all in conformance with ASTM D3035-95 "Polyethylene (PE) Plastic Pipe (DR-PR) Based on Controlled Outside Diameter".

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2. Pipe shall conform with ANSI/AWWA C901-96 "Polyethylene (PE) Pressure Pipe and Tubing, ½ In. (13 mm) Through 3 In. (76 mm), for Water Service" as modified herein.
3. Pipe shall have a (natural) inner core with a blue colored outer shell.
4. Pipe shall have footage marks at a maximum interval of every two feet.
5. Polyethylene material shall have a minimum cell classification in accordance with ASTM D3350-00 "Polyethylene Plastics Pipe and Fitting Materials" of 345444D for the core, which shall be 100% virgin material, and 345444E for the outer shell. Note that both of these materials are UV stabilized as signified by the "D" for natural colored and "E" for the colored shell.
6. Pipe shall conform with NSF 61 or 14.
7. Manufacturer shall supply certification of compliance with all of the above requirements. Certification shall ship with the pipe on material sold to the City and shall always be submitted with shop drawings and catalogue cuts. When required by the Director of the Department of Public Utilities or his designee, certification shall be signed and sealed by a professional engineer licensed to practice in the state in which the manufacturer is located or in the State of Florida.

B. HDPE TUBING FOR WATER SERVICES:

1. All 1-inch high density polyethylene tubing used for services shall be CTS-OD-controlled with Standard Outside Dimension Ratio (SODR) of 9, pressure rating of 200 psi, nominal outside diameter of 1.125-inches, minimum wall thickness of 0.125-inches, PE 3408, all in conformance with ASTM D2737-99 "Polyethylene (PE) Plastic Tubing".
2. Tubing shall conform with ANSI/AWWA C901 "Polyethylene (PE) Pressure Pipe and Tubing, ½ In. (13 mm) Through 3 In. (76 mm), for Water Service" as modified herein.
3. Tubing shall have a (natural) inner core with a blue colored outer shell.
4. Tubing shall have footage marks at a maximum interval of every two feet.
5. Polyethylene material shall have a minimum cell classification in accordance with ASTM D3350-00 "Polyethylene Plastics Pipe and Fitting Materials" of 345444D for the core, which shall be 100% virgin material, and 345444E for the outer shell. Note that both of these materials are UV stabilized as signified by the "D" for natural colored and "E" for the colored shell.
6. Tubing shall conform with NSF 61 or 14.
7. Manufacturer shall supply certification of compliance with all of the above requirements. Certification shall ship with the tubing on material sold to the

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City and shall always be submitted with shop drawings and catalogue cuts. When required by the Director of the Department of Public Utilities or his designee, certification shall be signed and sealed by a professional engineer licensed to practice in the state in which the manufacturer is located or in the State of Florida.

C. MECHANICAL FITTINGS UTILIZED WITH HDPE PIPE AND TUBING WATER SERVICES

1. Mechanical fittings utilized with HDPE pipe and tubing for water services shall conform with ANSI/AWWA C800, "Underground Service Line Valves and Fittings", as modified here-in.
2. Fittings shall utilize AWWA Standard (Mueller) threads on tapped pipe and tapping saddles
3. Fittings shall be designed and manufactured to withstand a sustained working pressure of 150 psi and to restrain the pipe against pull-out under loading beyond that causing tensile yield in the HDPE pipe or tubing connected.
4. The manufacturer shall supply certification of these capabilities and fittings shall not be accepted or installed without said certification. If fittings are being supplied to the City, the certification shall ship with the fittings and payment will not be made without this certification. At the discretion of the Engineer, this certification may be required to be signed and sealed by a professional engineer licensed to practice in the state where the supplying firm is located or in the State of Florida. His decision in this regard shall be final.
5. In all cases, fittings shall be installed in strict accordance with the manufacturer's instructions.

3.08 WALL SLEEVES, PIPES AND CASTINGS

- Wall Sleeves: Wall sleeves shall be of cast iron, ductile iron or carbon steel with steel galvanized after fabrication as specified in Section 15000, Piping General, under wall pipe. Sleeves shall be provided with seals and shall be oversized as required for the installation of seals. Sleeves shall terminate flush with finished surfaces of walls and ceilings, and shall extend 2-inches above the finished floor. Escutcheons shall be provided at walls and floor to completely conceal the sleeves smaller than 3-inches. Escutcheons shall be brass or cast iron, nickel plated split-type.

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- Interior: Wall sleeves shall be installed for all piping passing through interior walls and floors, except where noted on the Drawings. Sleeves shall be of sufficient size to pass the pipe without binding.

A. Wall Sleeve Seals: Wall sleeve seals shall be modular mechanical type consisting of interlocking synthetic rubber links shaped to continuously fill the annular space between the pipe and wall sleeve. Links shall be loosely assembled with bolts to form a continuous rubber belt around the pipe with a pressure plate under each bolt head and nut. After the seal assembly is positioned in the sleeve, tightening of the bolts shall cause the rubber sealing elements to expand and provide an absolutely water-tight seal between the pipe and wall sleeve. The synthetic rubber shall be suitable for exposure to treated sewage effluent and groundwater. Bolts, nuts and hardware shall be 18-8 stainless steel. The seals shall be Link Seal as manufactured by Thunderline Corporation or equal, and the wall sleeve and seal shall be sized as recommended by the seal manufacturer.

B. All piping passing through exterior walls and base slabs shall be provided with wall pipes. All wall pipes shall be of ductile iron and shall have an intermediate flange or waterstop located in the center of the wall. Each wall pipe shall be of the same grade, thickness and interior coating as the piping to which it is joined. Those portions of the wall pipes that are buried shall have a coal tar outside coating.

3.09 STEEL CASING (JACKING AND BORING)

See Section 15070, "Jacking and Boring"

3.10 STEEL PIPE (AERIAL CROSSING)

See Section 15075, "Aerial Crossings"

Part 4 - EXECUTION

4.01 GENERAL:

A. The Contractor shall provide all barricades and/or flashing warning lights necessary to warn of the construction throughout the Project.

B. Pipe and fittings shall at all times be handled with great care to avoid damage. In loading and unloading, they shall be lifted with cranes or hoists or slid or rolled on skidways in such manner as to avoid shock. Under no circumstances shall this material be dropped or allowed to roll or slide against obstructions.

C. All work shall be performed by skilled workmen experienced in similar installations. All pipe and fittings shall be adequately supported by clamps,

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brackets, straps, concrete supports, rollers or other devices as shown and/or specified. Supports or hangers shall be spaced so that maximum deflection between supports or hangers shall not exceed 0.050 inch for pipe filled with liquid, but shall not be further than 6 feet apart, whichever is closer, unless otherwise shown. All pipe supports shall be secured to structures by ap-proved inserts or expansion shields and bolts.

D. All pipe shall be thoroughly cleaned internally before being installed. All pipes, except oxygen service, air and gas, shall be flushed with water and swabbed to assure removal of all foreign matter before installation. Air and gas piping shall be tapped with a hammer to loosen scale or other foreign matter that might be within the pipe, then thoroughly blown with a high pressure air hose. Air shall be from the Contractor's air compressor.
E. Whenever possible, the pipe will be installed with minimum 48-inches of cover, however, due to the numerous utilities in the area, this burial could change substantially.
F. At all horizontal or vertical pipe deviation, the Contractor shall install both restrained pipe and thrust blocks. Joints may only be opened to adjust alignment by half of the AWWA or manufacturer's recommended opening (which is smaller).
G. Pipe Sleeves and Wall Castings: Pipe sleeves and wall castings shall be provided at the locations called for on the Drawings and/or specified herein. These units shall be as de-tailed and of the material as noted on the Drawings and/or specified herein. They shall be accurately set in the concrete or masonry to the elevations shown. All wall sleeves and castings required in the walls shall be in place when the walls are poured. Ends of all wall castings and wall sleeves shall be of a type consistent with the piping to be connected to them.
H. Tie Rods: Unless otherwise indicated on the Drawings, the size and number of tie rods for a joint or installation shall be as recommended by the manufacturer's design chart for a working pressure of 150 psi. Tie rods shall be installed as recommended by the manufacturer.

4.02 EXCAVATION FOR PIPING

A. The Contractor shall make all excavation necessary for the construction of the pipelines, connections, valves and appurtenances, to the lines and grades shown on the Plans.
B. The trench shall be excavated at least 6 inches below pipe laying grade as shown on the Plans. All sheeting and shoring shall be installed at the Contractor's expense where it is necessary for pipe installation and property protection or required by the Trench Safety Act. The cost of dewatering any

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excavation shall be at the Contractor's expense. The disposal of water removed from an excavation shall be in a manner which will not create a hazard, or be detrimental to the public health or to public or private property.

C. The Contractor shall obtain all necessary permits approving the location and proposed method of disposal before discharging water from any excavation into any portion of the public right-of-way or into any existing drainage structure or facility. All construction signs required shall be provided by the Contractor.

4.03 INSTALLATION OF PIPE, FITTINGS AND VALVES

A. GENERAL:

1. The design Drawings are in some cases diagrammatic. They may not show every bend, off-set, elbow or other fitting which may be required in the piping for installation in the space allotted. Careful coordination of the work of this Section with that of Division 2 and 16 is necessary to avoid conflicts. Install gravity lines at uniform grade to low point after field verification of low point invert.
2. The centerline of the pipe shall not vary by more than 2 inches from the location shown on the Plans and the top of the pipe shall not vary by more than 2 inches from the established grade, except at points where this tolerance must be changed to clear obstructions, or make connections. Deviation from this location will be permitted only upon written instructions from the Engineer.
3. Sandbags may be used to support the pipe in the ditch but no pipe shall be laid on blocks, except by the written permission of the Engineer of Record. The trench shall be dewatered to the extent that all poured lead joints in cast iron pipe and fittings may be made perfectly dry. Flanged joints, mechanical joints and push-on joints in cast iron pipe and fittings may be made under water.

B. INSTALLATION OF DUCTILE IRON PIPE

1. All bends, tees, and plugs, unless otherwise specified, shall be backed with concrete to undisturbed ground. Provision shall be made to prevent concrete from adhering to plugs or bolts.
2. Bolts, nuts and rubber gaskets for use in flanged and mechanical joints shall be stored under cover. Gaskets shall not be exposed to heat, light or any petroleum products, shall be kept clean and shall not be handled with greasy or dirty hands.

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3. Before making up flanged joints in cast iron pipe and fittings, the back of each flange under the bolt heads, and the face of each flange shall have all lumps, blisters and excess bituminous coating removed and shall be wire brushed and wiped clean and dry.
4. Before laying the ductile iron pipe, all lumps, blisters and excess coal-tar coating shall be removed from the bell and spigot ends of each pipe and the outside of the spigot and the inside of the bell wire brushed and wiped clean and dry. The entire gasket groove area shall be free of bumps or any foreign matter which might displace the gasket. The cleaned spigot and gasket shall not be allowed to touch the trench walls or trench bottom at any time. Vegetable soap lubricant shall be applied in accordance with the pipe manufacturer's recommendations, to aid in making the joint. The workmen shall exercise caution to prevent damage to the gasket or the adherence of grease or particles of sand or dirt. Deflections shall be made only after the joint has been assembled.
5. Cutting of ductile iron pipe for inserting valves, fittings, etc., shall be done by the Con-tractor with a mechanical pipe saw in a neat and workmanlike manner without dam-age to the pipe, the lining, or the coating.
6. Unless otherwise directed, ductile iron pipe shall be laid with the bell ends facing in the direction of laying; and for lines on an appreciable slope, the bells shall, at the discretion of the Engineer, face upgrade.
7. Push-on and mechanical joints in ductile iron pipe and fittings shall be made in accordance with the manufacturer's standards except as otherwise specified herein. Joints between push-on and mechanical joint pipe and/or fittings shall be made in accordance with AWWA Standard Specification C600, "Installation of Ductile Iron Water Mains and their Appurtenances, except that deflection at joints shall not exceed one-half of the manufacturer's recommended allowable deflection, or one-half of the allowable deflection specified in AWWA C600, whichever is the lesser amount.
8. Flanged joints shall be used only where indicated on the Plans. Before making up flanged joints in the pipeline, the back of each flange under the bolt heads and the face of each flange shall have all lumps, blisters and excess bituminous coating re-moved and shall be wire brushed and wiped clean and dry. Flange faces shall be kept clean and dry when making up the joint, and the workmen shall exercise caution to prevent damage to the gasket or the adherence of grease or particles of sand or dirt. Bolts and nuts shall be tightened by opposites in order to keep flange faces square with each other, and to insure that bolt stresses are evenly distributed.

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9. Bolts and nuts in flanged and mechanical joints shall be tightened in accordance with the recommendations of the pipe manufacturer for a leak-free joint. The workmen shall exercise caution to prevent overstress. Torque wrenches shall be used until, in the opinion of the Engineer, the workmen have become accustomed to the proper amount of pressure to apply on standard wrenches.

C. INSTALLATION OF PVC PIPE:

1. In the installation of glue joint PVC pipe, the pipe shall first be cut square and smooth. Wipe all surfaces to be connected with a cloth moistened with an appropriate solvent and remove any foreign matter from socket of fitting. Using an ordinary paint brush of width about equal to the nominal pipe size, apply a generous coat of cement to inside and shoulder of socket, flowing on but not brushing out. A similar coat shall then be applied to the end of the pipe for at least the same distance on the pipe as the depth of socket, and to the cut end. Pipe and fittings shall then be pressed firmly together and the pipe turned a quarter to a half turn to evenly distribute the cement. The cementing and joining operation must not exceed one minute. Allow 24 hours setup time before applying pressure. Sand shall be used as backfill material around pipe installed underground.
2. Thread Sealant: Teflon tape.
3. All rigid PVC pipe shall be cut, made up, and installed in accordance with the pipe manufacturer's recommendations. Plastic pipe shall be laid by snaking the pipe from one side of the trench to the other. Offset shall be as recommended by the manufacturer for the maximum temperature variation between time of solvent welding and during operation.
4. Schedule 80 pipe shall not be threaded. Use Schedule 80 threaded nipple where necessary to connect to threaded valve or fitting.
5. Only strap wrenches shall be used for tightening threaded plastic joints, and care shall be taken not to over tighten these fittings.
6. Provide adequate ventilation when working with pipe joint solvent cement.
7. Testing: All lines shall be hydrostatically tested at the pressures specified elsewhere herein or at the design pressures.
8. Supports and Hangers: In accordance with the manufacturer's recommendations.

D. INSTALLATION OF COPPER PIPE:

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1. Tubing above ground shall, whenever possible, be run in full lengths between fittings, valves and connections, and joints shall be kept to a minimum.
2. All connections shall be made without sharp bends or kinks in the tubing.
3. Above ground tubing shall be supported at short intervals to prevent sagging and vibration.
4. All copper pipe shall be reamed to full diameter before joining. The ends of pipe and the inside of fittings shall be cleaned and flux applied to the entire area of pipe to be soldered.

E. JOINT PIPE:

1. Threaded Pipe: Ream all pipe after cutting and before threading. Use non-hardening pipe compound "Tite-Seal" (or approved equal) on male threads only.
2. Provide nipples of same material and weight as pipe used. Provide extra strong nipples when length of unthreaded part of nipple is less than 1-1/2".
3. Provide reducing fittings rather than bushings where changes in pipe sizes occur.
4. Provide dielectric unions or flanges between copper and steel piping and between brassware and steel. Do not use steel and copper piping in the same system without such isolation.

F. UNIONS:

Provide unions or flanges in all domestic water service lines at each piece of equipment, specialty valves or at other locations required for ready disconnect.

G. PIPE PROTECTION:

1. Paint all uninsulated metal (ductile iron or steel) piping underground with two coats of asphaltic paint.
2. Wrap soil pipe that touches metal or is exposed to masonry with a layer of 6 mil polyethylene.
3. Spirally-wrap all pipe lines embedded in concrete with two layers of 30 lb. felt.
4. Coat all exposed threads on galvanized steel pipe after assembly with two coats of zinc chromate.

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SECTION 15060

PIPING AND FITTINGS

H. CLEANING AND TESTING:

All of the piping installed under this project shall be tested as follows and as directed by the Engineer:

1. With exceptions as noted below, all ductile iron piping installed under this Contract shall be cleaned and tested according to Section 15995, "Pipeline Testing and Disinfection", and as modified below:

   (a) Only potable water piping shall be disinfected.
   (b) No leakage shall be permitted for any flanged-joint, or above ground piping.

2. Unless otherwise specified elsewhere herein, all PVC pressure system bushings and galvanized steel piping shall be tested at 150 psig. No leakage will be permitted.

I. INSTALLATION OF ABOVEGROUND AND EXPOSED PIPING:

1. Aboveground and exposed pipe fittings, valves and accessories shall be installed as shown or indicated on the Drawings.
2. Piping shall be cut accurately to measurements established at the job site and shall be worked into place without springing or forcing, properly clearing all equipment access areas and openings. Changes in sizes shall be made with appropriate reducing fittings rather than bushings. Pipe connections shall be made in accordance with the details shown and manufacturer's recommendations. Open ends of pipe lines shall be properly capped or plugged during installation to keep dirt and other foreign material out of the system. Pipe supports and hangers shall be provided where indicated and as required to insure adequate support of the piping.
3. Welded connections shall be made in conformity with the requirements of AWWA Standard C 206 and shall be done only by qualified welders. The Engineer may, at his option, require certificates that welders employed on the work are qualified in conformity with the requirements of this standard and/or sample welds to verify the qualifications of the welders. Before testing, field-welded joints shall be coated with the same material used to coat the pipe in accordance with the requirements of AWWA.
4. Flanged joints shall be made up by installing the gasket between the flanges. The threads of the bolts and the faces of the gaskets shall be coated with a suitable lubricant immediately before installation.

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5. Joints using Dresser couplings shall be made up as recommended by the manufacturer.
6. Use of perforated band iron (plumber's strap), wire or chain as pipe hangers will not be acceptable. Supports for pipe less than 1-1/2 inches nominal size shall not be more than 8-feet on centers and pipe 2-inches nominal size and larger shall be sup-ported at not more than 10 feet on centers, unless otherwise indicated. Supports for PVC pipe shall be spaced one-half the distance specified above unless otherwise indicated. Any noticeable sagging shall be corrected by the addition of extra supports at the Contractor's expense.

J. INSTALLATION OF HDPE SERVICES

All HDPE services require the use of a 10-gauge stranded copper blue tracer wire.

4.04 FIELD QUALITY CONTROL

A. All water mains shall be flushed to remove all sand, debris, rock and other foreign matter. Dispose of the flushing water without causing a nuisance or property damage.
B. Pressure and leakage testing shall follow the requirements of Section 15995, “Pipeline Testing and Disinfection”.

1. Where infiltration or exfiltration exceeds the allowable limits specified herein, the defective pipe, joints, or other faulty construction shall be located and repaired by the Contractor at no additional cost or time impact to the Contract.
2. The Contractor shall provide all labor, equipment and materials, and shall conduct all testing required under the direction of the Engineer of Record. No separate payment will be made for this work and the cost for this work shall be included in the prices quoted in the Proposal.
3. The Contractor shall locate and repair all leaks until the leakage is reduced to the limits specified. Any observed leaks or obviously defective joints or pipes shall be repaired or replaced as directed by the Engineer of Record, even though the total leakage is below that specified above.

- END OF SECTION -

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SECTION 15100

VALVES, GENERAL

Part 1 - GENERAL

1.01 WORK INCLUDED

A. The CONTRACTOR shall provide all tools, supplies, materials, equipment, and labor necessary for furnishing, epoxy coating, installing, adjusting, and testing of all valves and appurtenant work, complete and operable, in accordance with the requirements of the Contract Documents. Where buried valves are shown, the CONTRACTOR shall furnish and install valve boxes to grade, with covers, extensions, and position indicators.

B. The provisions of this Section shall apply to all valves and valve operators specified in the various Sections and Division 2 of these Specifications except where otherwise specified in the Contract Documents. Valves and operators in particular locations may require a combination of units, sensors, limit switches, and controls specified in other Sections of these Specifications.

1.02 RELATED WORK

A. Section 02000 - Water Distribution System
B. Section 02222 - Excavation and Backfill for Utilities
C. Section 15000 - Piping General

1.03 REFERENCE STANDARDS

A. Codes: All codes, as referenced herein, are specified in Section 01090
B. Commercial Standards:

ANSI B16.5	Pipe Flanges and Flanged Fittings, Steel Nickel Alloy and Other Special Alloys
ANSI/ASME B31.1	Power Piping
ASTM A 36	Specification for Structural Steel
ASTM A 48	Specification for Gray Iron Castings
ASTM A 126	Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings
ASTM A 536	Specification for Ductile Iron Castings
ASTM B 61	Specification for Steam or Valve Bronze Castings
ASTM B 62	Specification for Composition Bronze or Ounce Metal Castings
ASTM B 148	Specification for Aluminum-Bronze Castings

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SECTION 15100

VALVES, GENERAL

ASTM B 584	Specification for Copper Alloy Sand Castings for General Applications
ANSI/AWWA C500	Gate Valves for Water and Sewerage Systems
ANSI/AWWA C502	Dry-Barrel Fire Hydrants
ANSI/AWWA C503	Wet-Barrel Fire Hydrants
ANSI/AWWA C504	Rubber-Seated Butterfly Valves
ANSI/AWWA C507	Ball Valves 6 Inches Through 48 Inches
AWWA C508	Swing-Check Valves for Waterwork Service, 2 Inches Through 24 Inches NPS
ANSI/AWWA C509	Resilient-Seated Gate Valves for Water and Sewage Systems
ANSI/AWWA C511	Reduced-Pressure Principle Backflow-Prevention Assembly
AWWA C550	Protective Interior Coatings for Valves and Hydrants
SSPC-SP-2	Hand Tool Cleaning
SSPC-SP-5	White Metal Blast Cleaning

1.04 SUBMITTALS

A. Shop Drawings: Shop drawings of all valves and operators including associated wiring diagrams and electrical data, shall be furnished as specified in Section 01300, "Submittals".
B. Valve Labeling: The CONTRACTOR shall submit a schedule of valves to be labeled indicating in each case the valve location and the proposed wording for the label.

1.05 QUALITY ASSURANCE

A. In accordance with the “Reduction of Lead in Drinking Water Act” (Act) enacted by the USEPA on January 4, 2011, effective January 4, 2014 all piping, fittings, fixtures, valves, and other appurtenances used in potable water supply and distribution systems shall be “lead free” as defined in Section 1417(d) of the Safe Drinking Water Act (SDWA). All requirements of the Act as it relates to the products under this section shall be strictly adhered to.
B. All valves and related appurtenances shall be manufactured in the United States.
C. Bolts on valve flanges shall be A-316 stainless steel.

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D. Valve Testing: Unless otherwise specified, each valve body shall be tested under a test pressure equal to twice its design water-working pressure.
E. Bronze Parts: Unless otherwise specified, all interior bronze parts of valves shall conform to the requirements of ASTM B 62, or where not subject to dezincification, to ASTM B 584.
F. Certification: Prior to shipment, the CONTRACTOR shall submit for all valves over 12 inches in size, certified, notarized copies of the hydrostatic factory tests, showing compliance with the applicable standards of AWWA, ANSI, ASTM, etc.

Part 2 - PRODUCTS

2.01 GENERAL

A. The Contractor shall furnish all valves, gates, valve operating units, stem extensions, operators and other accessories as shown or specified. All valves and gates shall be new and of current manufacture. All non-buried valves, 6-inch and larger, shall have operators with position indicators. Where buried, these valves shall be provided with valve boxes, covers and valve extensions. Valves mounted higher than 6-feet above working level shall be provided with chain operators. All valve boxes shall have a minimum design pressure rating of 150 psi unless otherwise specified elsewhere herein. If two (2") or smaller valves are needed, Nibco T-113-LF shall be used.
B. Ductile iron parts of valves shall meet the requirements of ASTM A126, "Standard Specifications for Gray Iron Castings for Valves, Flanges and Pipe Fittings, Class 'B'." Flanged ends shall be flat-faced and have bolt circle and bolt patterns conforming to ANSI B16.1 Class 125.
C. All castings shall be clean and sound, without defects of any kind and no plugging, welding or repairing of defects will be permitted. All bolt heads and nuts shall be hexagonal conforming to ANSI B18.2. Gaskets shall be full-face and made of synthetic elastomers in conformance with ANSI B16.21 suitable for the service characteristics, especially chemical compatibility and temperature. Non-ferrous alloys of various types shall be used for parts of valves as specified. Where no definite specification is given, the material shall be the recognized acceptable standard for that particular application.
D. All buried valves shall be provided with cast-iron valve boxes unless otherwise indicated. The boxes shall conform to City Standards and be installed perpendicularly, centered around and covering the upper portions of the valve operator. The top of each valve box shall be placed flush with finish

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grade unless otherwise indicated on the Drawings. Valve boxes shall be as specified elsewhere in this Section.

E. All buried valves and other valves located below a concrete operating deck or level, specified or noted to be key operated, shall have an operator to finish grade or deck level, non-rising stem, a 2-inch square AWWA nut with skirt, and cover or box and cover, as may be required.

F. Extension Shafts:

1. A one-piece extension shaft with an AWWA 2-inch square operator nut pinned at the top end and coupling shear pin shall be furnished with valves, where applicable, as shown in the Plans or Standard Details. Extension shafts shall be designed and furnished by the valve manufacturer and shall each be complete with coupling, standard AWWA 2-inch square operating nut with skirt, shear pins and centering-identification plate, for connection to the valve operator (or input) shaft as specified herein below. Shafts shall be of solid section. Hollow shafting is not acceptable.
2. All operator components between the operating nut and the adjustable stops shall be designed to withstand, without damage, an input torque of 300 ft. lbs. The shaft shall be furnished with an AWWA 2-inch square operating nut with skirt, mounted and pinned to the top of the shaft. A coupling shall be provided for the bottom of the shaft to connect the extension to the valve operator (or input) shaft.
3. The coupling shall be welded to the bottom end of the extension shaft after the exact required length of the shaft has been determined by field measurement during the valve installation and cut to size. The weld shall be wire brushed and painted with Kop-Coat Super Hi-Gard 891 or approved equal. The sized extension shaft with welded coupling shall be installed to the valve operator shaft and pinned with the coupling shear pin. The welding of the coupling to the extension shaft shall be performed by operators who are certified. The welding shall conform to all of the applicable recommendations of the American Welding Society and the American Institute of Steel Construction.
4. The pin through the coupling and valve operator (or input) shaft shall be of a larger diameter than the pin through the top nut and extension shaft, so that if torque exceeds the designed limits, the pin through the nut will shear first. Pins shall be either force fit or mechanically locked. Mechanical locking shall be by lock washers, lock nuts, force fit or other sturdy and corrosion resistant means. No roll pins will be allowed. Riveted or welded type pins will not be allowed.

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5. The extension shaft shall also be equipped with a combination centering-identification plate. The combination centering-identification plate, with a drilled or punched center hole, will be slipped onto the shaft prior to welding the shaft's bottom coupling as specified above. The center hole in the plate shall be 1/4 inch larger in diameter than the shaft, maximum. The plate shall be 1/8-inch thick AISI Type 316 stainless steel with an outside diameter of 6-3/4 inches. The top of the plate shall be buffed to remove mill scale, and the following information shall be stamped into the top of the plate in letters and numerals not less than 3/8 inch in height; valve manufacturer; valve type, size and class; direction to open; and number of turns to fully open from a fully closed position. The valves shall open by turning the operating nuts counterclockwise.

G. Valve Flanges: The flanges of valves shall be in accordance with Section 15000 - Piping General.

H. Gate Valve Stems: Gate valve stems shall be of bronze conforming to ASTM B62, containing not more than 5 percent of zinc or more than 2 percent of aluminum. Gate valve stems shall have a minimum tensile strength of 60,000 psi, a minimum yield strength of 40,000 psi, and an elongation of at least 10 percent in 2 inches, as determined by a test coupon poured from the same ladle from which the valve stems to be furnished are poured. Where dezincification is not a problem, bronze conforming to ASTM B 584 may be used.

I. Protective Coating: Except where otherwise specified, ferrous surfaces, exclusive of stainless steel surfaces, in the fluid passages of all valves 4-inch and larger shall receive an epoxy coating in accordance with AWWA C550. Flange faces of valves shall not be epoxy coated. The valve manufacturer shall certify in writing that such coating has been applied and tested in the manufacturing plant prior to shipment, in accordance with these Specifications. Exterior coating shall be asphalt varnish conforming to Federal Specification TT-C-494A.

J. Nuts and Bolts: All nuts and bolts on valve flanges and supports shall be in accordance with manufacturer's recommendations. Where submerged or buried, all nuts, bolts and washers on valve flanges and valve bodies shall be A-316 stainless steel. Nuts, bolts and washers shall be of different grades of stainless steel to prevent galling.

K. Valve Labeling: A label shall be provided on all shut-off valves exclusive of hose bibs and chlorine cylinder valves. The label shall be of 1/16-inch brass or stainless steel, minimum 2 inches by 4 inches in size, and shall be permanently attached to the valve or on the wall adjacent to the valve or as indicated by the City.

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SECTION 15100

VALVES, GENERAL

L. Valve Operators

1. General

(a) All butterfly valves, plug valves over 8-inch size and gate valves installed horizontally shall be furnished with geared operators, provided by the manufacturer. All valves of a particular size and pressure rating by a given manufacturer shall be supplied with the same operator. No variation will be permitted during the contract. All valve operators, regardless of type, shall be installed, adjusted, and tested by the valve manufacturer at the manufacturing plant. Operator orientation shall be verified with the City prior to fabrication. If this requirement is not met, changes to orientation shall be made at no cost the City.

(b) All operators shall turn counter-clockwise to open. Operators shall have the open direction clearly and permanently marked. Field adjustment and testing of the operators and valves to ensure proper installation and operation shall be the responsibility of the Contractor.

2. Manual Operators

(a) All manual operators shall be equipped with AWWA square nuts, handwheels or chain drives as appropriate. Some small (6-inch or less) valves may be lever operated if so specified elsewhere herein. Where buried, the valves shall have extensions with square nuts or floor stands as indicated on the Drawings. Valves mounted higher than 6 feet above floor or operating level shall have chain operators with chain terminating 4 feet above operating level.

(b) Operation of valves and gates shall be designed so that the effort required to operate the handwheel, lever or chain shall not exceed 40 pounds applied at the extremity of the wheel or lever. The handwheels on valves 14 inches and smaller shall not be less than 8 inches in diameter, and on valves larger than 14 inches the handwheel shall not be less than 12 inches in diameter.

(c) Chainwheel operator shall be fabricated of malleable iron with pocketed type chainwheels with chain guards and guides. Chainwheel operators shall be marked with an arrow and the word "open" indicating direction to open. The operators shall have galvanized smooth welded link type chain. Chain that is crimped or has links with exposed ends is not acceptable.

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3. Electric Motor Operators

(a) All motorized valves shall be furnished by the CONTRACTOR through the valve manufacturers as a complete package. Motor driven valve operators shall be furnished and installed in accordance with the applicable requirements shown on the process and instrumentation diagrams and electrical elementary diagrams. Operators shall comply with AWWA requirements for electrical operators.

(b) Electric operators including the motor, all required gearing, integral continuous duty rated reversing starter, AC line surge suppressors, controls and switches shall be as manufactured by Rotork, Limitorque, EIM; or equal. The motorized operators for modulating service shall be furnished with an integral position indicator/transmitter/controller. The above unit shall be internally powered, factory calibrated and furnished with adjustable zero, span, gain and deadband controls.

(c) The position indicator/transmitter shall provide a linear, isolated, 4-20 mA, 24 VDC output to remote instrumentation and controls proportional to 0-100 percent travel span. An external DC power source shall not be required.

(d) The position controller shall accept a linear 4-20 mA, 24 VDC input signal proportional to 0-100 percent travel span and shall generate appropriate outputs to the reversing starter to open/close the valve until the desired portion has been reached as determined by the position feedback signal to the position controller. Input signal isolation shall be provided.

(e) The controller shall be furnished with circuitry to "lock in the last position" upon loss of control signal. CONTRACTOR shall be responsible for proper transmitter/controller calibration in accordance with the manufacturer's recommendations.

(f) Operator capacity shall be adequate to continuously operate the valve under all operating conditions. Unless otherwise indicated, or specified, motor operators shall be furnished complete with motors, limit switch operating mechanisms, travel limit switches, torque switches, transmitters, controllers, starters, lighting and surge suppression, terminal blocks, gear reducers, handwheel, gearing, necessary components, and incidental accessories as follows:

- All phases of the power supply shall be monitored. The contractor shall open de-energizing the motor upon detection of single phasing.

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- Logic circuits shall be protected against spurious voltage spikes, using opto-isolators in circuits connected to any remote input or output signals.

(g) Enclosure: The starter for 240 volt single phase motor operators and all local devices shall be mounted on a common NEMA 4 and PVC coated cast aluminum enclosure. The enclosure shall be permanently affixed to the valve operator housing.

(h) Valve Stops: Valve stops for the operators shall be positive in action. Closing shall be complete, and opening full. Stops shall be field adjustable to the required settings. The torque switches shall prevent any excessive mechanical stress or electrical overloading any direction of travel.

(i) Limit switches and gearing shall be an integral part of the motorized valve operator. The limit switch gearing shall be of the intermittent type, totally enclosed in its own gear case, grease lubricated to prevent direct and foreign matter from entering the gear train and shall be made of bronze or stainless steel. Limit switches shall be of the adjustable type capable of being adjusted to trip at any point between the normal position (full open, or full closed) and 75 percent of the travel to the opposite position.

(j) Local (Motor) Devices: Local devices shall include, but not be limited to the following:

- Torque Switches: Torque switches, responsive to high torque encountered in either direction of travel. A torque switch which has tripped due to mechanical load shall not reset when the operator motor has come to a halt.
- Limit Switches: Travel limit switches, for opening and closing direction of travel. Contract operations shall be as indicated on the Drawings. If not shown on the Drawings, the operator shall be furnished with a minimum of two DPDT switches. All switches shall be furnished with 5 ampere contacts. Switches shall be connected such that when the valve is fully open, or fully closed, the "open" or "close" light shall be illuminated. All limit switch contacts shall be wired out to a terminal strip so that the electrician in the field does not have to connect to the switches.
- Local/remote selector switch with phase motor relay and auxiliary to provide dry contacts for collective indication of placement in the "remote" operating mode, the unit is powered, and that all safety/overload interlocks are satisfied to provide

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the above signal. For further requirements refer to electrical elementary control schematic.

- Open/close push-button for local manual operation (modulating service).
- Position indicator calibrated to 0-100 percent travel span.
- Terminals for remote indication of full open, full closed and overload (torque).

(k) Operating Unit Gearing: The actuator shall be double reaction unit with the capability of quickly changing the output speed with a gear change. The power gearing shall consist of generated spur or helical gears of heat-treated steel, and worm gearing where required by the type of operator. Quarter turn or traveling unit operators do not specifically require worm gearing. The worm shall be of hardened alloy steel and the worm gear shall be of alloy bronze. All power gearing shall be grease-lubricated. Ball or roller bearings shall be used throughout for all motor operators. A mechanical dial position indicator to display valve position in percent of valve opening shall be provided. The gearing shall comply with AWWA requirements.

(l) Stem Nuts: The actuator for other than quarter turn valves shall have a stem nut of high tensile bronze or other material compatible with the valve stem and suited to the application. The nut arrangement, where possible, shall be of the two-piece type to simplify field replacement. The stem nut for rising stem valves must be capable of being removed from the top of the actuator without removing the actuator from the valve, disconnecting the electrical wiring, or disassembling any of the gearing within the actuator.

(m) A handwheel shall be provided for manual operation. The handwheel shall not relocate during hand operation nor shall a fused motor prevent manual operation.

(n) When in manual operating position, the volt motor driven unit will remain in this position until motor is energized at which time the valve operator will automatically return to electric operation and shall remain in motor position until handwheel operation is desired. This movement from motor operation to handwheel operation shall be accomplished by a positive declutching knob or lever which will disengage the motor and motor gearing mechanically not electrically. Hand operation must be reasonable fast and require no more than 100 lbs. of rim effort at the maximum required torque. It

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shall not be possible for the unit to be simultaneously in manual and motor operation.

(o) 240 Volt Single Phase Motors: All motors on valves shall be designed for 240 volts 1-phase 60 Hz power. The motor shall be specifically designed for valve actuator service and shall be of high torque, squirrel cage reversible, totally enclosed, non-ventilated construction, with motor leads brought into the limit switch compartment without having external piping or conduit box. Motor insulation shall be NEMA Class B with maximum continuous temperature rating of 120◦ C (rise + ambient). Motors shall be sized to have a rated running time at the rated running torque of 15 minutes without exceeding the temperature rating of the insulation system. Running load torque shall be not more than 20 percent of the rated seating/unseating torque.

(p) Speed-torque curves for the motors and torque calculations for seating, unseating, and running conditions shall be submitted. The maximum valve torque (seating/unseating) shall be less than 50 percent of stall torque or starting torque potential of the motor whichever is greater.

(q) Operator Type:

Type A: Remote set-point using a 4-20 mable analog signal

Local Operation

- LOCAL/REMOTE selector
- OPEN/CLOSE push-buttons
- Position set-point potentiometer/indicator
- LOCAL accepts local position set-point
- OPEN/CLOSE indication
- Fault (torque) indication

Remote operation

- REMOTE - accept a remote 4-20 mA position set-point
- Position transmitter 4-20mA signal to RTU (Remote Transmitter Unit)
- Available Ready of Auto to RTU
- Fault torque status to RTU

(r) Valve Closure Time shall be 1 minute

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(s) Spare Parts:

The CONTRACTOR shall furnish loose, one unit valve operator, complete with all the devices specified herein and with all the features and characteristics similar to the equipment supplied in this Contract. The spare operator shall be delivered to the CITY still in crates.

M. TORQUE LIMITING DEVICE

1. Each valve shall be provided with a torque limiting device designed to protect the actuator and valve parts. The device shall consist of an overtorque protection mechanism enclosed in a hermetically sealed cast iron housing. The mechanism shall be permanently lubricated and factory set to trip between 200 and 220 ft. lbs. of applied torque. The housing shall have integrally cast, 2-inch AWWA operating nut and matching socket to operate and to fit over the actuator or extension shaft nuts, respectively. The socket shall be provided with a set screw to fit the device. The direction of rotation shall be permanently shown with word and arrow next to the operating nut. The entire device shall be coated inside and out with a 2-part epoxy. The torque limiting device shall be as manufactured by Annspach Controls Company of St. Louis, Missouri, or approved equal.

N. FLOOR STANDS

1. Floor stands shall be cast iron, non-rising stem type with lockable hand wheel operator, valve position indicator and stainless steel or bronze extension stem. Hand wheel shall be lockable in the full open and full closed positions. The floor stand shall be furnished with an armored padlock and six keys. Lock shall be as manufactured by Master, Schlage or equal. Floor stand shall be standard pattern type as manufactured by Clow Corporation, or equal.

O. END CONNECTIONS:

1. The dimensions of end connections shall conform to AWWA Standard C111-85. The end flanges of flanged valves shall conform in dimensions and drilling to ANSI Standard B16.1 for cast iron flanges and flanged fittings, Class 125, unless specifically provided otherwise. The bolt holes shall straddle the vertical center-line.

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SECTION 15100

VALVES, GENERAL

2.02 PLUG VALVES

A. Plug valves shall be of the non-lubricated, eccentric type with resilient faced plugs. Port areas shall be at least 80 percent of full pipe area. Bodies shall be semi steel with raised seats. Seats shall have a welded in overlay of high nickel content on all surfaces contacting the plug face. Valves shall have permanently lubricated, stainless steel bearings in the upper and lower plug stem journals. All valves shall be of the bolted bonnet design.
B. Valves shall be designed so that they can be repacked without removing the bonnet from the valve and the packing shall be adjustable. All nuts, bolts, springs and washers shall be cadmium plated.
C. Valves shall be suitable for underground service and designed for working pressure of 150 P.S.I. The valve and actuator shall be capable of satisfactory operation in either direction of flow against pressure drops to and including 100 P.S.I.
D. The exterior valve surfaces shall be shop painted with two coats of asphalt varnish conforming to Federal Specifications TT-V-5IC.
E. The valves shall be tested in accordance with ANSI/AWWA C504. The CONTRACTOR shall furnish certified copies of reports with every valve stating that the valve has met the requirements of the tests.
F. Plug valve shall be Model 100 Series as manufactured by DeZurik Company, or equal.

2.03 GATE VALVES LESS THAN THREE INCH (3") IPS, BRONZED:

A. Gate valves for use with pipe less than three inches (3") in diameter shall be rated for two hundred (200) psi working pressure, non-shock, block pattern, screwed bonnet, non-rising stem, brass body, and solid wedge. They shall be standard threaded for PVC pipe and have a malleable iron handwheel. Gate valves less than three inches (3") in diameter shall be NIBCO T-113-LF with no substitutions allowed.

2.04 GATE VALVES THREE INCH (3") TO TWELVE INCH (12"):

A. The valves shall be resilient seated and shall conform in design, material, and workmanship to the standards of AWWA C509. Gate valves shall open counterclockwise and shall be of iron body, non-rising stem, and mechanical cut-in joint ends. All resilient seat valves must be bi-directional.
B. Valves shall be coated with a two-part thermosetting epoxy coating on inside of valve and on valve disc. The coating shall conform to the requirements of AWWA C-550. After the factory test and inspection, all ferrous parts of the

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valves except finished or bearing surfaces shall be painted with two (2) coats of asphalt varnish, Federal Specification TT-V-51A or approved equal.

C. Gate valves four inches (4") through twelve inches (12") in diameter shall be American Flow Control Series 2500, or U.S. Pipe A-USP1 Resilient Wedge Gate Valves. No Substitutions.

2.05 BUTTERFLY VALVES:

A. Valves shall conform to all requirements of AWWA C504 Standard Class 150B. Valves shall have mechanical - joint-type ends conforming to AWWA C111 and cast iron body conforming to ASTM A126 Class B standards.
B. Valve bodies shall have two shaft bearing hubs cast integrally with the valve bodies. Valve bearings shall be sleeve type bearings with nylon bearings that are self-lubricating and do not have a harmful effect on water. Valve disc shall be cast iron conforming to ASTM A-126 Class B with 316 stainless steel disc edge.
C. Valves shall be Mueller 3211-20, Clow F-5370, American Flow Control, or City of Hollywood approved equal.

2.06 TERMINAL BLOW-OFF VALVES:

A. The terminal blow-off valve assemblies shall be installed in accordance with the details shown in the City of Hollywood Standard Details. The following products shall be used to construct the assemblies:
B. Angle Valves (for terminal blow-off): 2-inch threaded valves with handwheel, bronze body and composition disc. 2-inch angle valves for terminal blow-off shall be NIBCO T311 or ITT Grinnell Fig. No. 3220
C. After the tap has been made and the corporation stop has been installed on a pipe conveying potable water, the exposed exterior surfaces of the stop shall be heavily coated with Kop-Coat Super Hi-Gard 891 White 1898, or approved equal. Where taps are made in a pipe conveying sewerage, the Contractor shall heavily coat the inside of the pipe around the stop and the exposed exterior surfaces of the stop with Bitumastic 300M, by Kop-Coat Co., or Protector 401 for sewer applications.
D. The installation of the terminal blow-off outlet shall include excavation; cutting, threading and installing PVC and galvanized pipe and fittings; tapping the ductile iron plug; concrete thrust block; furnishing and installing angle valve; cutting and placing cast iron riser pipe complete with valve boxes and cover, set in concrete; backfilling and compaction; and all other appurtenant items and work.

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SECTION 15100

VALVES, GENERAL

2.08 ECCENTRIC PLUG VALVES

A. Equipment Requirements: Plug valves shall be on the non-lubricated, eccentric type with resilient faced plugs, port areas for valves 20 inches and smaller shall be at least 80% of full pipe area. Port area of valves 24 inches and larger shall be at least 70% of full pipe area. The body shall be of semi-steel (ASTM A-126 C1.B) and shall have bolted bonnet which gives access to the intervals of the valve. Seats shall be welded overlay of high nickel content or a stainless steel plate locked in the body cavity. If a plate is used, it shall be replaceable through the bonnet access. Bearings shall be permanently lubricated of stainless steel, bronze or teflon lined, fiber glass backed duralon. Bearing areas shall be isolated form the flow with grit seals. Valves shall have packing bonnets where the shaft protrudes from the grit seals. Valves shall have packing bonnets where the shaft protruded from the valve and the packing shall be self-adjusting chevron type which can be replaced without removing the bonnet. All nuts, bolts, springs and washers shall be stainless steel.

B. Valves shall be designed for a working pressure of 150 PSI CWP. The valve and actuator shall be capable of satisfactory operation in either direction of flow against pressure drops up to and including 100 PSI (for plug valves over 12 inches in diameter). Valves shall be bubble tight in both directions at 100 psi differential.

C. Plug valves over 12" in diameter shall have worm gear operators. The operating mechanism shall be for buried service with a 2 inch square operating nut.

D. Plug valves are to be installed with the sear pointed towards the upstream flow, when specified.

E. Manufacturers or Equal:

1. Clow Valve Co.;
2. DeZurik Corporation;
3. U.S. Pipe.

2.09 BALL VALVES (4-INCH AND SMALLER)

A. General Requirements: Unless otherwise specified or shown, general purpose ball valves in size up to 4-inch shall have manual operators with lever or handwheel. Ferrous surface of 4-inch valves, which will be in contract with water shall be epoxy-coated. All ball valves shall be of best commercial quality, heavy duty construction.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

B. Body: All ball valves up to 1-1/2 inch (incl.) in size shall have bronze or forged brass 2 or 3 piece bodies with screwed ends for a pressure rating of not less than 300 psi WOG. Valves 2-inch to 4-inch in size shall have bronze forged brass or steel 2 or 3 piece bodies with flanged ends for a pressure rating of 150 psi.

C. Balls: The balls shall be solid brass or chrome plated bronze, or stainless steel, with large or full openings.

D. Stems: The valves seats shall be of Teflon or Buna N or equal, for bi-directional service and easy replacement.

E. Ball Valve Manufacturers or Equal:

1. Jamesbury Corporation;
2. Jenkins Bros.;
3. Lunkenheimer Flow Control;
4. Wm. Powell Company;
5. Worcester Controls;
6. Valve Primer Corporation.

2.10 CHECK VALVES

Refer to Section 15115, "Check Valves".

2.11 AIR-VACUUM AND AIR-RELEASE VALVES

A. Air and Vacuum Valves: Air and vacuum valves shall be capable of venting large quantities of air while pipelines are being filled, and allowing air to re-enter while pipelines are being drained. They shall be of the size shown, with flanged or screwed ends to match piping. Bodies shall be of high-strength cast iron. The float, seat, and all moving parts shall be constructed of Type 316 stainless steel. Seat washers and gaskets shall be of a material insuring water tightness with a minimum of maintenance. Valves shall be designed for minimum 150 psi water-working pressure, unless otherwise shown.

B. Air-Release Valves: Air-release valves shall vent accumulating air while system is in service and under pressure and be of the size shown and shall meet the same general requirements as specified for air and vacuum valves except that the vacuum feature will not be required. They shall be designed for a minimum water-working pressure of 150 psi, unless otherwise shown.

Combination Air Valves: Combination air valves shall combine the characteristics of air and vacuum valves and air release valves by exhausting accumulated air in systems under pressure and releasing or re-admitting large quantities of air while a system is being filled or drained, respectively. They shall have the same general requirements as specified for air and vacuum valves.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

C. Air Vacuum and Release Manufacturers or Equal:

1. APCO (Valve and Primer Corporation);
2. Golden-Anderson Valve Division (GA Industries, Inc);
3. Val-Matic (Valve and Manufacturing Corporation).

2.12 BEARINGS:

A. Valve bearings shall be the sleeve type.

1. 100% nylon or Teflon for valves 20 inches and smaller.
2. Bearings shall be Teflon with fiberglass backing for valves 24 inches and larger.
3. Bearings shall be self-lubricating and bearing load shall not exceed 1/5 of the compressive strength of the bearing or shaft material.

B. Valve Discs:

1. Discs shall operate through a 90 degree angle from fully closed to fully open.
2. Valve discs shall be cast iron alloy ASTM A436 Type 1, ASTM A48 or ASTM A126 for valves 20 inches and smaller and ASTM A48 cast iron or ASTM A536 ductile iron for valves 24 inches and larger.
3. Valve discs shall have a Type 316 stainless steel seating edge and shall not have any hollow chambers.

C. Shafts and Seals

1. Valve shafts shall be Type 316 stainless steel meeting the minimum requirements of AWWA C504.
2. Valve shafts shall be one piece for valves 20 inches and smaller and two piece for valves 24 inches and larger.
3. Shaft seals shall be self-compensating, split V type and shall be adjustable and replaceable without removing the operator and/or the shaft, except for buried applications.
4. Shaft seals shall be Buna-N unless otherwise specified.

D. Valves for buried service shall be totally enclosed, fully gasketed, grease packed and designed to operate indefinitely when submerged under a minimum 20 feet of water.

E. Manufacturers: Valmatic – American BFV, Pratt – Groundhog, or Dezurik – BAW.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

2.13 CORPORATION STOPS (Ball Valve Type)

A. Unless otherwise shown, corporation stops shall be made of brass alloy for key operation, with screwed ends with corporation thread or iron pipe thread, as required. AWWA taper thread for inlet thread and compression type fittings for outlet.
B. Corporation Stops shall be as manufactured by or the Ford Meter Box Company or approved equal.

2.14 TAPPING VALVES AND TAPPING SLEEVES:

A. Tapping Sleeves - See Section 15102 – Tapping Sleeves and Tapping Valve.
B. Tapping Valves – Refer to Gate Valves in Section 2.04.C above.

2.15 VALVE BOXES AND COVERS

A. Valve boxes and covers for all size valves shall be of cast iron construction and adjustable screw-on type. The lid shall have cast in the metal the word "WATER" for the water lines, or "SEWER" for sewage force mains. All valve boxes shall be six-inch (6") nominal diameter and shall be suitable for depths of the particular valve. The stem of the buried valve shall be within twenty-four inches (24") of the finished grade unless otherwise approved by the ENGINEER. Valve boxes for 3" through 20" valves shall be Tyler Union model 6860 Cast Iron screw-type valve box with 5-¼" locking lid, or approved equal.
B. Cast iron valve box shall not rest directly upon the body of the valve or upon the pipe. The box shall be placed in proper alignment and to such an elevation that its top will be at the final grade. Backfilling around both units shall be placed and compacted to the satisfaction of the ENGINEER.

Part 3 - EXECUTION

3.01 VALVE INSTALLATION

A. General: All work shall be performed by skilled workmen experienced in similar installations. All valves shall be adequately supported by clamps, brackets, straps, concrete supports or other devices as shown or specified. All supports shall be secured to structures by approved inserts or expansion shields and bolts.
B. All valves shall be thoroughly cleaned internally before being installed. Installation of valves shall be done in accordance with this section.
C. All valves, gates, operating units, stem extensions, valve boxes, and accessories shall be installed in accordance with the manufacturer's written

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

instructions and as shown and specified. All gates shall be adequately braced to prevent warpage and bending under the intended use. Valves shall be firmly supported to avoid undue stresses on the pipeInstall valves so that they are easily accessible for operation, visual inspection and preventive maintenance.

D. Location of valves and chain operators: Install valves so as to be accessible for operation and free from interferences when operated. Position so that leakage will not contact any electrical equipment that may be located below.

E. The installation of all underground valves shall include a valve box and riser in accordance with the Details shown on the Plans or In the Standard Details for the various sizes and types of vaives to be installed. Riser pipes and valve boxes shall be carefully centered and set flush with the finished grade if in paving, or with the top of the ground if out of paved areas. All valve boxes shall be held in position with concrete as shown on the Plans or in the Standard Details.

F. Upon completion of the Project, but prior to final acceptance, the Contractor in the presence of the Engineer, shall fully open each valve installed by him, except at connections to existing City mains. For valves 16-inch and larger, the Contractor, shall count the number of turns required to operate each valve from a completely closed to a fully opened position, and shall paint the number on the bottom of the valve box lid or manhole cover. Valves at connections to existing City mains shall only be operated by City forces.

G. Valve Accessories: Where combinations of valves, sensors, switches, and controls are specified, it shall be the responsibility of the CONTRACTOR to properly assemble and install these various items so that all systems are compatible and operating properly. The relationship between interrelated items shall be clearly noted on shop drawing submittals.

H. Flange Ends:

1. Flanged valve boltholes shall straddle vertical centerline of pipe.
2. Clean flanged faces, insert gasket and bolts, and tighten nuts progressively and uniformly.

I. Screwed Ends:

1. Clean threads by wire brushing or swabbing.
2. Apply joint compound.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

J. Valve Orientation:

1. Install operating stem vertical when valve is installed in horizontal runs of pipe having centerline elevations 4 feet 6 inches or less above finished floor, unless otherwise shown.
2. Install operating stem horizontal in horizontal runs of pipe having centerline elevations between 4 feet 6 inches and 6 feet 9 inches above finish floor, unless otherwise shown.
3. Orient butterfly valve shaft so that unbalanced flows or eddies are equally divided to each half of the disc, i.e., shaft is in the plane of rotation of the eddy.
4. If no plug valve seat position is shown, locate as follows:

   (a) Horizontal Flow: The flow shall produce an "unseating" pressure, and the plug shall open into the top half of valve.
   (b) Vertical Flow: Install seat in the highest portion of the valve.

K. Install a line size ball valve and union upstream of each solenoid valve, in-line flow switch, or other in-line electrical device, excluding magnetic flowmeters, for isolation during maintenance.

L. Locate valve to provide accessibility for control and maintenance. Install access doors in finished walls and plaster ceilings for valve access.

M. Extension Stem for Operator: Where the depth of the valve is such that its centerline is more than 3 feet below grade, furnish an operating extension stem with 2-inch operating nut to bring the operating nut to a point 6 inches below the surface of the ground and/or box cover.

N. Torque Tube: Where operator for quarter-turn valve is located on floor stand, furnish extension stem torque tube of a type properly sized for maximum torque capacity of the valve.

3.02 VALVE CUT-INS ON WATER MAINS

A. Water system shall be maintained under pressure during entire construction. All valve additions shall be performed while the system is in service. No line shall be shut down during construction by CONTRACTOR or others unless approved by the OWNER.

B. Valve Accessories: Where combinations of valves, sensors, switches, and controls are specified, it shall be the responsibility of the CONTRACTOR to properly assemble and install these various items so that all systems are compatible and operating properly. The relationship between interrelated items shall be clearly noted on shop drawing submittals.

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

SECTION 15100

VALVES, GENERAL

3.03 TESTS AND INSPECTION

A. Valve may be either tested while testing pipelines, or as a separate step.
B. Test that valves open and close smoothly with operating pressure on one side and atmospheric pressure on the other, in both directions for two-way valve and applications.
C. Inspect air and vacuum valves as pipe is being filled to verify venting and seating is fully functional.
D. Count and record number of turns to open and close valve; account for any discrepancies with manufacturer's data.
E. Set, verify, and record set pressures for all relief and regulating valves.
F. Test hydrostatic relief valve seating; record leakage. Adjust and retest to maximum leakage of 0.1 gpm per foot of seat periphery.

- END OF SECTION -

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

Attachment: Exhibit A - Hollywood, FL - Fully Executed Contract (2024-R-18 : Sanitary Sewer Pipe Lining)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **April 9, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Sole Source Purchase and Service Installation Proposal from Instrument Specialties, Inc., for the Acquisitions of the Standardized Replacement of Auma Actuators at a Cost Not to Exceed $119,505.00 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-19**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill maintains a public water system to protect the health and well-being of the community. The state permitted water treatment system provides approximately 1.2 million gallons of quality drinking water per day to City customers. The permitted water treatment process currently employs automated actuated valves that are integrated into the water production process. The mechanical valve actuators generally have an anticipated life of up to twenty-five (25) years. The water plant's actuators are past their projected life expectancy at twenty-eight (28)years old and are starting to show signs of fatigue, requiring time-consuming manual operation and expensive repairs.

The water treatment system currently utilizes fifteen (15) "AUMA" actuators. Although there are other actuator manufacturers, only "AUMA" actuator directly fit to existing valve mounts. There is a substantial advantage for the City to standardize actuators for maintenance, parts and service. For example, "AUMA" valve mounts in good shape do not need to be replaced saving on installation costs. Further, the old working actuators can be stored for parts stock or temporary reuse further reducing backup stocking costs. Having parts in stock is extremely important to maintain resilient operations, as new actuators or parts can take more than six months to obtain. The "Sole Source Justification" to standardized AUMA actuators has been advertised as required by the City Purchasing Policy and is attached for reference as 'Exhibit A.'

Instrument Specialties Inc. (ISI) is the local vendor that is the factory authorized "AUMA" parts, service and repair facility representative for our service area. The proposal from ISI for all fifteen (15) "AUMA" actuator valves is attached as 'Exhibit B.' The cost includes all new actuator installation at a cost not to exceed $119,505.00. The quote also includes an allowance of $8,250.00 for replacement mounts where existing mounts are worn and/or otherwise cannot be reused. The actuators have an estimated 26-week lead time for delivery.

Policy 2.25 of the City's Purchasing Policy provides an exemption from the bidding procedure for sole source items. The policy states; "Single / Sole source or Standardization procurement is exempt from bidding procedures. The using department must submit to the Finance Department in writing for his/her approval the attempts made, or the data collected to substantiate declaring a product or service "single / sole source". The City Commission must approve the award of the contract if the dollar amount exceeds $50,000."

FISCAL ANALYSIS:

Capital monies for the actuator replacement were budgeted as part of the Clearwell Pump and Piping Project in general ledger account # 407-810-580-6300. The cost includes all new actuator installation at a cost not to exceed $119,505.00 including an allowance of $8,250.00 for replacement mounts where existing mounts are worn and/or otherwise cannot be reused.

STAFF RECOMMENDATION:

Approve the standardized sole source purchase of fifteen (15) "AUMA" replacement actuator through Instrument Specialties Inc. at a cost not to exceed $119,505.00 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:

APPROVE THE SOLE SOURCE PURCHASE AND SERVICE INSTALLATION PROPOSAL FROM INSTRUMENT SPECIALTIES, INC., FOR THE ACQUISITION OF THE STANDARDIZED REPLACEMENT OF AUMA ACTUATORS AT A COST NOT TO EXCEED $119,505.00 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Sole Source Jusitication Form (PDF)
- Exhibit B - ISI Proposal (PDF)

Resolution No. 2024-19

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SOLE SOURCE PURCHASE AND SERVICE INSTALLATION PROPOSAL FROM INSTRUMENT SPECIALTIES, INC., FOR THE ACQUISITIONS OF THE STANDARDIZED REPLACEMENT OF AUMA ACTUATORS AT A COST NOT TO EXCEED $119,505.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA APPROVING THE SOLE SOURCE PURCHASE AND SERVICE INSTALLATION PROPOSAL FROM INSTRUMENT SPECIALTIES, INC., FOR THE ACQUISITIONS OF THE STANDARDIZED REPLACEMENT OF AUMA ACTUATORS AT A COST NOT TO EXCEED $119,505.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Utility provides permitted water treatment system to help maintain the health and well-being of the community; and

WHEREAS, The water treatment system requires capital budget equipment replacement from time to time to provide uninterrupted water services as equipment ages; and

WHEREAS, Instrument Specialist, Inc., is the sole source municipal product representative of AUMA actuator valve operators; and

WHEREAS, A sole source advertisement was published for the purchase of sole source AUMA actuator pursuant to the City purchasing policy; and

WHEREAS, A proposal for replacement of 15 AUMA actuators quote was received from Instrument Specialist, Inc., for the replacement and installation of water plant AUMA actuators in an amount not to exceed $119,505.00.

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

SECTION 1. That the Commission of the City of Holly Hill accept the standardized AUMA actuator for the water treatment facility under the City's sole source purchasing policy.

SECTION 2. That the Commission of the City of Holly Hill approve a purchase and installation of the standardized AUMA actuators from Instrument Specialist, Inc., for the replacement and installation of water plant AUMA actuators in an amount not to exceed $119,505.00. and authorize the City Manager to execute the same.

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

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

APPROVED AND AUTHENTICATED on this 9th day of APRIL, 2024.

City of Holly Hill

Finance Department
1065 Ridgewood Ave.
Holly Hill, FL 32117

SOLE SOURCE JUSTIFICATION

TO: Finance Department	**FROM:** _____ **REQUISITION #:** _____
Subject - Purchase of: Replacement AUMA Actuators	
Requested Supplier Contact: C. Marie Company: Instrument Specialties Inc. (ISI) Address: 3885 St. Johns Parkway	City, State, Zip: Sanford, FL 32771 Phone: 407.324.7800 Estimated Cost: $ not to exceed $119,505.00

Statement of Need: My recommendation for sole source is based upon an objective review of the product/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or involved in any way with this request. No gratuities, favors or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Sole Source Justification: Mark those that apply.

☐ 1. Sole source request is for the original manufacturer or provider; there are no regional distributors. (Attach the manufacturers written certification that no regional distributors exist. Item 4 must also be checked).

☒ 2. Sole source request is for the only area distributor of the original manufacturer or provider. (Attach the manufacturers -not the distributors - written certification that identifies all regional distributors. Item 4 also must be checked).

☐ 3. The parts/equipment are not interchangeable with similar parts of another manufacturer. (Explain in comments or separate memorandum).

☒ 4. This is the only known item or service that will meet the specialized needs of this department or perform the intended function. (Attach memorandum with details of specialized function or application).

☐ 5. The parts/equipment are required from this source to facilitate maintenance standardization. (Attach memorandum describing the basis for the standardization request).

☐ 6. None of the above applies. A detailed explanation and justification for this sole source request is contained in the attached memorandum.

Division Head Signature: _____ Date: 3-8-2024

Department Head Signature: Antoine I Khoury Date: 3-8-2024

Comments: ISI estimated includes new mount allowance of up to $8,250 for existing mounts that cannot be reused.

Finance Approval: _____ Date: _____

City Manager Approval (if required): _____ Date: _____

Attachment: Exhibit A - Sole Source Justification Form (2024-R-19 : Water Treatment Plant Auma Actuators)

auma®
Solutions for a world in motion

Jose Ramirez
Southeast Regional Sales Manager
AUMA Actuators, Inc.
100 Southpointe Blvd.
Canonsburg, PA 15317 USA
www.auma-usa.com

January 1, 2024

Subject: Exclusive Representation

To Whom it may concern:

This letter is to acknowledge that Instrument Specialties Inc. is the exclusive representative regarding sale and automation of AUMA Actuators in the state of Florida (excluding the counties west of the Apalachicola River).

Instrument Specialties Inc. is also the factory authorized parts, service and repair facility.

Contact: Instrument Specialties Inc.
3885 St. Johns Parkway
Sanford, FL 32771
Phone: (407) 324-7800
Email: offices@isisales.com

Sincerely,



Jose Ramirez
Southeast Regional Sales Manager

AUMA Actuators, Inc.
100 Southpointe Blvd; Canonsburg PA 15317
Cell: 904-618-5591

Office 724-743-2862 • Fax 724-743-4711
Jose.Ramirez@auma-usa.com | www.auma-usa.com

Attachment: Exhibit A - Sole Source Jusitication Form (2024-R-19 : Water Treatment Plant Auma Actuators)

HOLLY HILL
FLORIDA

Reference: AUMA Actuator "Standardization" for sole source.

Date: March 6, 2024

City of Holly Hill Utility Water Treatment staff researched obtaining 15 replacement AUMA Actuators required to operate the water treatment process. The current actuators are 28 years old and showing signs of fatigue.

In investigating actuator replacements, staff contacted the known actuator service providers in the central Florida area. Staff's investigation revealed that only AUMA Actuators could replace AUMA Actuators without extra costs for modifications to mount them to the existing valves.

Staff recommends that although there are other actuators on the market, the existing AUMA Actuator is a "Standard" or sole source item, as the replacement AUMA Actuators do not require additional modification to the existing valve mounts to be installed to the best of our knowledge.

Jeff Jacobson, Chief Water Plant Operator

Attachment: Exhibit A - Sole Source Jusitication Form (2024-R-19 : Water Treatment Plant Auma Actuators)

QUOTE

Address your Order to:
. Instrument Specialties
3885 St. John's Parkway
Sanford, FL 32771
Tel: 407-324-7800
Fax: 407-324-1104
www.isisales.com

Quotation #: 168262

Please refer to this number when ordering

To: Jeff Jacobson
City of Holly Hill

453 LPGA Blvd
Holly Hill, FL 32117

Phone: (386) 248-9463

Fax:

Email: jjacobson@hollyhillfl.org

Date: 3/6/2024

Expiration Date: 4/30/2024

SALESPERSON	FOB	EST. LEAD TIME	PAYMENT TERMS	SHIPPING METHOD	SHIPPING TERMS
Colin Houk	Origin	26 weeks	Net 30	Best Way	Prepaid and Add

Line	Vendor	Part Number	Description	QTY	Unit Price	Total Price
1	Auma	SA07.2/GS50.3/AM01.1	Product Configuration HH_SA7.1_4.8_GS40.2_BF_6_166_(767757) Surface Wash – 6" Butterfly	3	$5,230.00	$15,690.00
2		SA07.6/GS63.3/AM01.1	Product Configuration HH_SA7.5_9.6_GS63.2_BF10_16_166_(322017) Inlet- Filter Cell – 10" BF	3	$5,465.00	$16,395.00
3		SA07.6/GS63.3/AM01.1	Product Configuration HH_SA7.5_9.6_GS63.2_BF10_16_166_(322017) Filter Cell Water – 16" BF	3	$5,465.00	$16,395.00
4		SAR07.2/GS63.3/AC01.2	Product Configuration HH_SAR7.1_9.6_GS63.2_BF_8_166_(513240) Filter Effluent – 8" BF	3	$6,660.00	$19,980.00
5		SAR07.6/GS63.3/AC01.2	Product Configuration HH_SAR7.5_9.6_GS63.2_BF_16_166_(574917) BW Inlet – 16" BF	3	$6,790.00	$20,370.00
6		Mounting Gear	Bracket & coupling	15	$550.00	$8,250.00
7		Field Service	Installation assitance and start up	15	$1,495.00	$22,425.00

Best Regards,

Chuck Marie

Inside Sales

E-mail: Chuckm@isisales.com

Subtotal	$119,505.00
Taxable Subtotal	$119,505.00
Sales Tax	$0.00
Estimated Shipping & Handling	$0.00
Grand Total	**$119,505.00**

Attachment: Exhibit B - ISI Proposal (2024-R-19 : Water Treatment Plant Auma Actuators)

QUOTE

Address your Order to:
. Instrument Specialties
3885 St. John's Parkway
Sanford, FL 32771
Tel: 407-324-7800
Fax: 407-324-1104
www.isisales.com

Quotation #: 168262

Please refer to this number when ordering

Thank you for your inquiry!

All Orders Subject to ISI and/or Vendor Terms & Conditions

Attachment: Exhibit B - ISI Proposal (2024-R-19 : Water Treatment Plant Auma Actuators)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **April 9, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding a Contract to Kimley-Horn and Associates, Inc. for Water Utility Optimization and Resilience Improvement Engineering Services; and Authorizing the City Manager to Negotiate Rates and Enter into an Agreement; and Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-20**
APPLICANT:
PLANNER:

DISCUSSION:

The City Public Works Department Utility Division recently received an $11.25 million grant opportunity to create a more resilient water service as a result of site flooding from Hurricane Ian. The EPA grant administrated by the Florida Department of Environmental Protection (FDEP) requires an experienced engineering firm to create a facility plan and design the capital project improvements. RFQ-24-WA-02 for Professional Deign/CEI Services for the water utility optimization and Resilience Improvements was developed by Utility Staff and broadcast in accordance with section 287.055, Florida Statutes that sets forth requirements for the procurement and contracting of professional architectural, engineering, landscape architectural, or land surveying services by a governmental agency in Florida known as CCNA. The RFQ is included under "Exhibit A".

The city received two (2) responses to a Request For Qualifications on March 14, 2024. An evaluation selection committee per the CCNA guidance was formed to evaluate the proposals. The evaluation committee met on March 21, 2024 to rank the proposals. The Committee's recommended ranking is as follows:

RFP #24-WA-02 Evaluation Committee Results	
Water Engineering Vendor	**Ranking**
Kimley-Horn & Associates, Inc.	**1**
Mead & Hunt, Inc.	**2**

The individual evaluation committee evaluation and ranking is included under "Exhibit B". The

number ranked proposal received from Kimley-Horn Water Engineering Proposal is included under "Exhibit C" for reference. The second ranked firm, Mead & Hunt, is currently under an engineering contract for the wastewater plant capital improvement project.

FISCAL ANALYSIS:

There are no costs affiliated with the selection of an engineering firm. Task Orders in excess of $50,000 will be brought to the City Commission for approval with the appropriate project funding. For this project, the engineering effort associated with the capital improvements is anticipated to be covered by the $11.25 million resilience improvement grant.

STAFF RECOMMENDATION:

That the City Commission approve the ranking of the water engineering proposals and authorize the City Manager to negotiate rates and enter into an agreement with Kimley-Horn & Associates, Inc.

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 #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.

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:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING A CONTRACT TO KIMLEY-HORN AND ASSOCIATES, INC., FOR WATER UTILITY OPTIMIZATION AND RESILIENCE IMPROVEMENT ENGINEERING SERVICES; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE RATES AND ENTER INTO AN AGREEMENT.

ATTACHMENTS:

- Exhibit A - RFQ# 24-WA-02 (PDF)
- Exhibit B - RFQ Selection Committee Ranking (PDF)

- Exhibit C - Kimley-Horn Water Engineering Service Proposal (PDF)

Resolution No. 2024-20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING A CONTRACT TO KIMLEY-HORN AND ASSOCIATES, INC. FOR WATER UTILITY OPTIMIZATION AND RESILIENCE IMPROVEMENT ENGINEERING SERVICES; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE RATES AND ENTER INTO AN AGREEMENT; AND 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 TO KIMLEY-HORN AND ASSOCIATES, INC., FOR WATER UTILITY OPTIMIZATION AND RESILIENCE IMPROVEMENT ENGINEERING SERVICES; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE RATES AND ENTER INTO AN AGREEMENT; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City solicited for Professional Water Engineering Services through Request for Proposals RFQ-WA-02; and

WHEREAS, the City received two (2) responses to RFQ-WA-02 on March 14, 2024; and

WHEREAS, the City selection committee met on March 21, 2024 to rank the proposals for recommendation of contract award; and

WHEREAS, the selection committee evaluated survey proposals and voted to recommend Kimley-Horn and Associates, Inc., as the number one ranked firm for contract award.

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

SECTION 1. That the City Commission approve the ranking of the survey proposals and authorize the City Manager to negotiate rates and enter into an agreement with Kimley-Horn and Associates, Inc., for water utility optimization and resilience improvement engineering services.

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 9th day of APRIL, 2024.

Request for Qualification

NUMBER
RFQ# 24-WA-02

HOLLY HILL
FLORIDA

PROFESSIONAL DESIGN/CEI SERVICES FOR WATER UTILITY OPTIMIZATION AND RESILIENCE IMPROVMENTS

Michele Moore, Finance Director

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

LEGAL NOTICE

Notice is hereby given that the City of Holly Hill is accepting Sealed Qualifications to provide Professional Design Services for fully funded roadways, stormwater and utilities projects for the City of Holly Hill. Proposals will be received until **March 14, 2021 at 2:00 p.m. local time,** by the City Clerk's Office, City Hall, 1065 Ridgewood Ave., Holly Hill, FL 32117.

RFQ# 24-WA-02
"Professional Design/CEI Services for Water Utility Optimization and Resilience Improvements"

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

Professional Engineering Services for fiscally funded water utilities resilience projects within the of City of Holly Hill as needed in accordance with the terms, conditions, and specifications stated herein.

[X] There will be a water plant site visit at 453 LPGA Blvd, Holly Hill FL 32117 on February 16 at 10:00 AM

One (1) original, and one (1) electronic copy on a USB flash drive, of the proposal should be delivered to the City Clerk's Office, City of Holly Hill, 1065 Ridgewood Ave., Holly Hill, FL 32117 in a sealed envelope plainly marked on the outside: **RFQ #24-WA-02 "Professional Design/CEI**

All statements shall be made upon the official bid form which may be obtained on the City's E-Procurement site.

City of Holly Hill does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Holly Hill Finance website: www.hollyhillfl.org, and also posted in the Lobby of City Hall.

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

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Introduction/Overview

A) Purpose/Objective

In accordance with the 40 USC Title 1101-1104 (Brooks Act) and the "Consultants Competitive Negotiation Act" (F.S. 287.065), the City of Holly Hill Finance Department (herein after, "City") has issued this Request for Qualifications (hereinafter, "**RFQ**") with the sole purpose and intent of obtaining Qualifications from interested and qualified firms offering to provide **Professional Design/Engineering Services** in accordance with the specifications stated and/or attached herein/hereto. The successful proposer will hereinafter be referred to as the "Consultant".

If awarded, this Agreement shall be effective for a of five (5) years with two (2) optional one year renewal.

As is more fully explained in Section "6L" of this **RFQ**, an award, if made, will be made based on a ranking system where the selected proposer(s) has the most advantageous qualifications . The evaluation factors that are set forth in this **RFQ**. The City will not use any other factors or criteria in the evaluation of the bids received.

B) Background

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

More detailed information on the government and its finances can be found in City of Holly Hill's Comprehensive Annual Financial Report for fiscal year 2016-2017 and in the City's Annual Budget for fiscal year 2017-2018. Copies of these documents may be viewed on www.hollyhillfl.org. The City of Holly Hill is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **RFQ** to Stella Gurnee, Finance Director, and submit such questions in writing to financedirector@hollyhillfl.org include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. **All questions must be received no later than October 20, 2021 at 5:00 p.m. local time.**

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from financedirector@hollyhillfl.org. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the City website (www.hollyhillfl.org) and on VendorLink (www.myvendorlink.com).

D) Method of Source Selection

The City is using the Competitive Sealed Qualifications methodology of source selection for this procurement, as authorized by Resolution 2018-R-30 establishing and adopting the City Purchasing Policy. Each Qualification will be reviewed to determine if the Qualification is responsive to the **RFQ**. Qualifications deemed to be non-responsive may be rejected without being evaluated by the Selection

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

Committee appointed by the City Manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Commission who will make the final selection(s). A responsive Qualification is one which has been signed and submitted by the specified Qualification deadline, and has provided the information required to be submitted with the Qualification. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a Qualification without evaluation, such substandard submissions may adversely impact the evaluation of a Qualification. Respondents who fail to comply with the required and/or desired elements of this **RFQ** do so at their own risk.

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

E) Pre-Bid Conference

☐ There will be no pre-bid conference for this RFQ

F) Projected Timetable

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

Event	**Date**
Issue **RFQ** Notice	February 11, 2024
Site Visit at 453 LPGA Blvd	February 16 2024, 10:00 AM
Last Date for Receipt of Written Questions	March 6 2024 – 5:00 PM
Addendum Issued (If Applicable)	March 8, 2024 – 5:00 PM
Deadline to Receive the RFQ	March 14 2024 – 2:00 PM
Evaluation Committee	March 21 2024 – 2:00 PM
Notice of Recommendation	March 22,2024 – 5:00 PM
City Commission Hearing Date	April 9, 2021 6:00 PM

2) General Description of Specifications or Scope of Work

The scope of work to be performed under the Contract includes, but is not limited to:

The City of Holly Hill (City) intends to a firm that can provide Professional Engineering Services and Construction Inspection Services if needed for water utilities optimization and resilience improvments. The firm should have the capabilities to provide resilient treatment optimization and automation engineering, design, permitting, improvements, CEI management, technical specifications, grant assistance, bidding assistance and CEI inspection services if needed. The firm may seek additional sub-consultants that provide other required services, however, the Prime firm, will be responsible for the design plans and have an in-house engineer of record licensed in the State of Florida, and all other necessary engineering services for a complete delivery of the project in full conformance with applicable law, regulatory rules, regulations and permitting requirements. It is the intention of the City of Holly Hill to enter into contract, as defined under Florida law, with one (1) company (the "Consultant") for Engineering Services for the duration of project.

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

A) Consultant's Responsibilities/Requirements

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

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

B) City's Responsibilities

City responsibilities include:

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

3) City's Right to Inspect

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

4) Terms and Conditions of Contract

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

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

The term of this Agreement shall be for (1) years from the date of award. The City retains the sole right to determine whether the extension option shall be granted.

5) General Terms and Conditions

A) Licenses

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

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

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

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Finance Department, (386) 248-9420.

B) Principals/Collusion

By submission of this Qualification, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into; that this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

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

D) Relation of City

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

E) Term Contracts

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

F) Termination

Should the Consultant be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

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

H) Assignment

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

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

I) Lobbying

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

Firms and their agents are not to contact members of the City Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Qualification 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 his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

J) Single Bid

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

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

K) Protest Procedures

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

L) Public Entity Crime

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

M) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this **RFQ** document.

Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

N) Prohibition of Gifts to City Employees

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

O) Immigration Reform and Control Act

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

P) Billing Instructions – Awarded Professional Consultants

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

Q) Vendor Preference

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

6) Instructions for Bid

A) Compliance with the RFQ

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

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

B) Acknowledgment of Insurance Requirements

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

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

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

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

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

C) Acknowledgment of Bonding Requirements

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

☒ Not Applicable

☐ Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Holly Hill on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation. The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

☐ Performance and Payment Bonds: For projects in excess of $300,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

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

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

D) Delivery of RFQ

All RFQ's are to be delivered before 2:00 p.m., local time, on or before March 14, 202 to:

City of Holly Hill
City Clerk
1065 Ridgewood Ave.
Holly Hill, Florida 32117

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

Proposers must submit TWO (2) total copies of the Qualification, one (1) original and one (1) electronic copy in PDF format, on an USB flash drive.

List the Qualification Number on the outside of the box or envelope and note "Request for Qualification enclosed."

E) Evaluation of Bids (Procedure)

The City's procedure for selecting is as follows:

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

2. Request for Qualifications (**RFQ**) issued.

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

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

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

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

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

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Finance Department to schedule the top ranked firm(s) for oral presentations/interviews. The City reserves the right to withdraw this **RFQ** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Qualification by the City or a submission of a Qualification to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Qualification does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the RFQ

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFQ**, Proposer shall immediately notify the Finance Director, noted herein, of such error in writing and request modification or clarification of the document. The Finance Director will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFQ** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFQ** prior to submitting the Qualification or it shall be waived.

G) Qualification, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Qualification in response to this **RFQ**, nor for the presentation of its Qualification and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

H) Acceptance or Rejection of Qualifications

The right is reserved by the City to waive any irregularities in any Qualification, to reject any or all Qualifications, to re-solicit for Qualifications, if desired, and upon recommendation and justification by the City to accept the Qualification which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Qualification which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Qualification of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

I) Requests for Clarification of Qualifications

Requests by the Finance Director to a proposer(s) for clarification of Qualification(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Qualification.

J) Validity of Qualifications

No Qualification can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Qualifications.
All Qualifications shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

The Qualification shall be deemed an offer to provide services to the City. In submitting a Qualification, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of Qualifications, all Qualifications must conform to the guidelines set forth in this **RFQ**. Any portions of the Qualification that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the Qualification. However, any Qualification that contains such variances may be considered non-responsive.

Qualifications should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the **RFQ**. All copies of the Qualification should be bound and tabbed. The utilization of recycled paper for Qualification submission is strongly encouraged.

The items listed below shall be submitted with each Qualification and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Qualification.

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

Title Page:

Title Page shall show the Request for Qualification's subject, title and Qualification number; the firm's name; the name, address and telephone number of a contact person; and the date of the Qualification.

Table of Contents:

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

1) Tab I – Management Summary (one Page, 1):

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning qualification. Submission of a signed Qualification is Proposer's certification that the Proposer will accept any awards made to him as a result of said submission of the terms contained therein.

1) Tab II – Corporate Experience and Capacity (two pages, 2):

The Qualification should state the size of the firm, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

3) Tab III – Specialized Expertise of Team Members (ten pages, 10)

The firm should identify the individuals who will provide the services, including resume and experience in similar work as follows:
Project Team, approach and Previous Experience (four pages, 4)

- Provide an organizational description for the project team – including any sub consultants.
- Identify the project manager and each team leader who will work on this project.
  NOTE: Include all relevant past similar consulting experience with Resumes in Tab V.
- For the team and support teams, answer the following questions.
  a. What will be the key individual's role in the project(s)?
  b. Where is are the individual located?
  c. How will this team work cohesively?
  d. What is the availability of this individual to devote time to the project.
  e. Envision a recommended design to construction process to shorten total improvement process time, while maintaining a sustainable and quality treatment system and why.
- Provide one page resume for all key personnel and sub consultants Tab V.
- Identify the number of years in business along with a brief historical summary of the firm.
- Describe the team's previous experience in environmental consulting, (one page maximum)
- Describe the team's familiarity with the City of Holly Hill and project approach.

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

- Identify the location of the firm and the team and discuss how that will affect the services required under this request (one page 1).
- Provide relevant client references for a minimum of four (4) current/previous projects, (2) must be in State of Florida, for similar projects as defined by the Scope of Service herein. Include the term of the relationship(s), current status, value of project and individual, contact name, address, email, and telephone number. (four pages, 4 maximum).

4) Tab IV – Customer Listing (one page, 1):

Provide a listing of all previous customers during the past three years for all work of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this RFQ.

Information provided for each client shall include the following:

- Client name, address, and current telephone number.
- Description of services provided.
- Time period of the project or contract.
- Client's contact reference name and current telephone number.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your Qualification.

The City reserves the right to contact any and all references to obtain, with limitation, ratings for the following performance indicators includes:

- On a scale of 1-10, with 1 being very dissatisfied and ten exceeding your every expectation, how satisfied were you with the Consultant's performance?
- What specifically did you like about their approach?
- What do you believe were shortcomings or that they could have done better?
- Did they meet your schedule requirements?
- How were their communications? Were you always kept in the loop?
- How responsive were they in addressing problems?
- How was the quality/experience/personality of their personnel? (
- Would you use this Consultant again?
- Additional comments

A uniform sample of references will be checked for each Proposer. Proposers will be scored on a scale of 1 to 10, with 10 being the highest possible score. This score will also be used in determining the score to be given to the "past performance" evaluation factor for each Qualification.

5) Tab V, Staff Qualifications, Resumes and Organizational Charts (twenty pages, 20 including organizational chart) Key staff resume with qualifications.

6) Tab VI, Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFQ, and to insurance requirements or any other requirements listed in the RFQ. If no exceptions are indicated in this tabbed section, it will be

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

7) Tab VII, Documents

- Professional Certifications/Licenses
- Affiliations and/or memberships

8) Tab VIII, Required Form Submittals

Required forms:

- Standard Contract "Agreement"
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- Acknowledgements
- Compliance with Public Records Law
- References Form
- Public Entity Crimes Statement
- Vendor Information
- W9
- Label

L) Qualification Evaluation Committee and Evaluation Factors

All Qualifications will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFQ, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Qualifications received in its evaluation and award process. For evaluation purposes, the term "Responsible" means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Qualifications shall include all of the information solicited in this RFQ, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the Qualification. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Qualifications evaluated by an evaluation committee and scored for the non-price factors to include technical response, qualifications and

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of work.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

Submissions will be evaluated on a total score basis, with a maximum score of one hundred (100) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

	Maximum Points
Summary of Proposer's Qualifications	**30**
Similar Project Florida Experience, include project description and references. Preference will be give to Volusia County Experience and Project Team approach.	**30**
Experience with Local Government, Municipalities within the region and meeting grant reporting & time requirements.	**20**
Staff Qualifications, Resumes and Organizational Charts	**20**
Total Points	**100**

Formal Oral Presentations/Interviews (If Requested) (maximum 4 X 2.5 = maximum 10 points)

Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at "no cost" to the City of Holly Hill, these services should be identified and included in the request response.

Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), both in individual scoring and in final ranking, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City's option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the city limits or principal office closest to City Hall.)

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

PROPOSER CHECK LIST

I M P O R T A N T: **Please read carefully, sign in the spaces indicated and return with your Qualification.**
Proposer should check off each of the following items as the necessary action is completed:

☐ The standard contract/ agreement has been signed and included.

☐ All applicable forms have been signed and included

☐ All information as requested in the Proposer's Qualification Form is included.

☐ Any addenda have been signed and included.

☐ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

☐ The **mailing envelope must be sealed and marked** with Qualification Number "**RFQ 22-PW-01",** Qualification Title "**Professional Design/CEI Services For Water Resilience Improvements**" and November 2, 2021 "**@ 10:00 a.m.**".

☐ The Qualification will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Qualification cannot be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE RFQ NUMBER AND QUALIFICATION NAME ON THE OUTSIDE OF THE COURIER PACKET

Company	Address
Authorized Signature	City, State, Zip Code
Printed Name & Title	Telephone No.
Email	Fax No.

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

PROFESSIONAL CONSULTANT SERVICES AGREEMENT
Professional Design/CEI Services For Water Utility Resilience Improvements Request for Qualification (RFQ #24-WA-02

THIS AGREEMENT is made and entered into this ___ day of December, 2021, by and between _____ , duly authorized to conduct business in the State of Florida and whose address is_____, hereinafter, called "CONSULTANT" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ #21-PW-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for Three (3) year from the date of award.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:	**For Consultant:**
Valerie Manning, City Clerk	_____, _____(Name, Title)
City of Holly Hill	_____. (Company)
1065 Ridgewood Ave.	_____ (Address)
Holly Hill, FL 32117	_____ (City, State, Zip)
(386)248-9441	_____ (Phone)

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

_____

CITY OF HOLLY HILL

_____
Joseph Forte, City Manager

Dated: _____

WITNESSES:

_____

_____

FIRMS
By: _____
_____, _____

Dated:_____

Attachments: A. RFQ #19-PW-01
B. Firm Response to RFQ

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of _____, 2021 under Agenda Item No. _____.

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

State of _____)
City of _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____, by _____, who is personally known to me to be the _____ for the Firm, OR who produced the following identification:_____.

_____

Notary Public

My Commission Expires: _____

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
		$
		$
		$

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☐ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

$_____Total Fees for work done on all City projects

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

REFERENCES:
Bank(s) Maintaining Account(s): _____

_____

Surety/Underwriter: (if required)_____

_____

Other References: (Use additional sheets if necessary)

_____

_____

TYPE OF FIRM:

☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☐ Partnership/Years in Business: _____
☐ Sole Proprietorship/Years in Business: _____
☐ Other: Please list: _____ _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

_____ Company	_____ Address
_____ Authorized Signature	_____ City, State, Zip Code
_____ Printed Name & Title	_____ Telephone No.
_____ Email	_____ Fax No.

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFQ NO. 22-PW-01 - "PROFESSIONAL DESIGN/CEI SERVICES FOR WATER UTILITY IMPROVEMENTS FOR THE CITY OF HOLLY HILL"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Qualification or in the contract to which this Qualification pertains, and that this Qualification is made without connection or arrangement with any other person and this Qualification is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Qualifications, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Qualification pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.065(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Qualification pertains. The Proposer states that the Qualification is based upon the Qualification documents listed in **RFQ #24-WA-02.**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day of _____, 20__ in the City of _____, in the State of _____.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Consultant/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant/Vendor/Consultant or anyone employed or utilized by the Consultant/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	**$** 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Consultant shall ensure that all subconsultants comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **RFQ** Number and PROFESSIONA DESIGN/CEI SERVICES FOR WATER UTILITY RESILIENCE IMPROVEMENTS.

= = = =

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☐ **YES**
☐ **NO**

Company	Address
Authorized Signature	City, State, Zip Code
Printed Name & Title	Telephone No.
Email	Fax No.

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of_____

County of_____

_____, being first duly sworn, deposes and says that:

He/she is _____of_____, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Qualification and of all pertinent circumstances respecting such Qualification;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

Subscribed and sworn to before me this _____day of_____, 20___.

_____

_____

Title

My Commission Expires: _____

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

ACKNOWLEDGEMENTS
RFQ #24-WA-02 Professional Design/CEI Services For
Water Utility Resilience Improvements

To: **City of Holly Hill**
1065 Ridgewood Ave
Holly Hill, FL 32117

_____
(Professional Consultant)

agrees to provide PROFESSIONAL SURVEYING SERVICES as defined in this Request for Qualifications document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Qualifier/Consultant has carefully examined the RFQ requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done. We acknowledge we have read and incorporated any information presented in all RFQ addenda as if it had been included in the initial solicitation document.

The undersigned agrees to provide the PROFESSIONAL ENGINEERING/DESIGN SERVICES called for by the RFQ documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Qualifications submittals and guarantees the future related proposals for a period not to exceed one hundred twenty (120) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFQ.

Upon award of this RFQ, the City and Qualifier/Consultant each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFQ Documents.

The RFQ Document constitutes the entire agreement between City and Qualifier/Consultant and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Qualifier/Consultant, by signing these RFQ Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFQ Document.

Qualifier/Consultant shall guarantee PROFESSIONA DESIGN/CEI SERVICES FOR WATER UTILITY RESILIEINCE IMPROVEMENTS within _____calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this_____ day of_____, _____
(Month) (Year)

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By:_____/_____
(Signature) (Print name)

Address: _____

_____

_____

Telephone: (_____) _____ **Fax: (_____)** _____

Taxpayer Identification Number (TIN): _____

CORPORATION

By:_____/_____
(Signature) (Print name)

Address: _____

_____

_____

Telephone: (_____) _____ **Fax: (_____)** _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered:

_____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ **Date:** _____

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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 Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant 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): _____

Project Number: **RFQ 19-PW-01** Date: _____

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subconsultant Covered Transactions

(1) The prospective subconsultant, _____, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subconsultant is unable to certify to the above statement, the prospective subconsultant shall attach an explanation to this form.

SUBCONSULTANT

_____	City of Holly Hill
Company	Sub-Recipient's Name
_____	_____
Authorized Signature	DEM Contract Number
_____	_____
Printed Name & Title	FEMA Project Number
_____	
Street Address	
_____	
City, State, Zip	
_____	
Date	

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____

   Address: _____

   Point of Contact: _____

   Phone #: _____ Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

2. Name of Company: _____

   Address: _____

   Point of Contact: _____

   Phone #: _____ Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

3. Name of Company: _____

   Address: _____

   Point of Contact: _____

   Phone #: _____ Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by _____
(Print Individual's Name and Title)
for _____
(Print Name of Entity Submitting Sworn Statement)
whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this_____day of_____, 2021.

Personally known_____

OR produced identification_____

_____
(Type of Identification)

_____
(Notary)

Notary Public State of_____

My commission expires:_____

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

VENDOR INFORMATION

Vendor is:
( ) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other _____(Explain)

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

_____

Telephone No.: _____ Fax No.: _____

Email Address: _____Web Address:_____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: _____

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

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 - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

Cut and use this label for Qualification Package

CITY OF HOLLY HILL
CITY CLERK
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

RFP #24-W-02

PROFESSIONAL DESIGN/CEI SERVICES FOR WATER UTILITY OPTIMIZATION AND RESILIENCE IMPROVMENTS

OPENING DATE/TIME:
March 14 2024 – 2:00 PM

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

Attachment: Exhibit A - RFQ# 24-WA-02 (2024-R-20 : Design for Water Utility Optimization)

Evaluation Committee Evaluation Form
RFP #24-WA-02
Evaluation Committee Meeting Mar 21, 2024 @ 9:00AM

Evaluator Name ANTONIO KHOURY Date 3-21-24

Vendor	Summary of Proposer's Qualifications (30 Points)	Similar FL Proj Exper. With Volusia Exp & Proj Approach (30 Points)	Exp. With Local Gov. and meeting grant and time requirements. (20 Points)	Staff Qual. Resumes and Org. Chart (20 Points)	Total Points	Ranking
Mead & Hunt	26	26	*20.0*	*17.0*	89	2
Kimely Horn	28	25	*20.0*	*18.0*	91	1

Antonio Khoury

Evaluation Committee Evaluation Form
RFP #24-WA-02
Evaluation Committee Meeting Mar 21, 2024 @ 9:00AM

Evaluator Name Josef Grusauskas Date 3-21-24

Vendor	Summary of Proposer's Qualifications (30 Points)	Similar FL Proj Exper. With Volusia Exp & Proj Approach (30 Points)	Exp. With Local Gov. and meeting grant and time requirements. (20 Points)	Staff Qual. Resumes and Org. Chart (20 Points)	Total Points	Ranking
Mead & Hunt	27	25	*18.0*	*17.0*	87	2
Kimely Horn	27	27	*17.0*	*19.0*	90	1

Evaluation Committee Evaluation Form
RFP #24-WA-02
Evaluation Committee Meeting Mar 21, 2024 @ 9:00AM

Evaluator Name Steven Juengst Date 3/19/2024

Vendor	Summary of Proposer's Qualifications (30 Points)	Similar FL Proj Exper. With Volusia Exp & Proj Approach (30 Points)	Exp. With Local Gov. and meeting grant and time requirements. (20 Points)	Staff Qual. Resumes and Org. Chart (20 Points)	Total Points	Ranking
Mead & Hunt	30	28.5	20.0	20.0	98.5	1
Kimely Horn	24.8	30	14.8	15.8	85.45	2

x Steven Juengst

Kimley»Horn

Expect More. Experience Better.



CITY OF HOLLY HILL

Professional Design/CEI Services for

Water Utility Optimization *and* Resilience Improvements

RFQ# 24-WA-05



Nicole McConnell, P.E.
1530 Cornerstone Boulevard
Building 1, Suite 200
Daytona Beach, FL 32117
386.271.0274

March 14, 2024

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

CITY OF HOLLY HILL

Professional Design/CEI Services for

Water Utility Optimization *and* Resilience Improvements

RFQ# 24-WA-05

Kimley»Horn

Expect More. Experience Better.

Kimley-Horn and Associates, Inc.

Nicole McConnell, P.E.

1530 Cornerstone Boulevard

Build 1, Suite 200

Daytona Beach, FL 32117

386.271.0274

Wednesday, March 14, 2024



Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

CITY OF HOLLY HILL

Professional Design/CEI Services for

Water Utility Optimization *and* Resilience Improvements

RFQ# 24-WA-05

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

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This proposal document uses recycled materials, including: binding coils, paper, and tabs



TAB I

Management Summary



Tab I – Management Summary

March 14, 2024

City of Holly Hill, City Clerk
1065 Ridgewood Ave.
Holly Hill, Florida 32117

Kimley»Horn

Nicole McConnell
1530 Cornerstone Boulevard
Building 1, Suite 200
Daytona Beach, FL 32117
Nicole.McConnell@kimley-horn.com
386.271.0282

Re: Professional Design/CEI Services for Water Utility Optimization and Resilience Improvements; RFQ #24-WA-05

Dear Members of the Selection Committee:

As the City of Holly Hill embarks upon the selection of a firm to provide professional design services for Water Utility Optimization and Resilience Improvements, **Kimley-Horn and Associates, Inc. (Kimley-Horn)** would like to express our sincere desire to deliver these engineering, permitting, and construction phase services. We are a recognized leader in providing professional services for utility optimization and resilience improvement projects throughout Florida.

Who We Are. Kimley-Horn is a multidisciplinary, full-service engineering and consulting firm with more than 120 offices and more than 7,500 staff members nationwide. In Florida alone, there are more than 1,400 employees in 19 offices throughout the state. Kimley-Horn is dedicated to being local to their clients and living in the communities where we work. We believe it's crucial to the success of our firm to be immersed in the local environment to truly understand our clients' needs. That is why our team of local experts will be serving you out of our Daytona Beach office, just a 15-minute drive from the City Clerk's office.

We understand the urgency and importance for Florida municipalities to optimize their facilities and address concerns over resiliency and efficiency. Over the past few years, we have delivered similar projects within Florida, for West Villages, Babcock Ranch, Sunshine Water, and the cities of Port Orange and Port St. Lucie, to name a few. We have provided public-sector clients with in-depth data on how to target vulnerabilities and adapt critical assets, resulting in better informed decision making.

Technical Expertise. Kimley-Horn has more than 140 water/wastewater employees located within the State of Florida, many of whom specialize in water treatment. Out of this staff, we have selected a reliable team of technical experts with similar local experience. The core technical team is currently working on a similar project for the City of Port Orange, evaluating multiple treatment technologies to upgrade their aging lime softening water treatment facility.

Responsive Full Service. We have the expertise, drive, and resources to work as a cohesive unit with the City, helping to ensure this project is completed on time and to your specifications. As a firm, we focus on timely, efficient performance to keep communities moving forward. We take great pride in our unique approach to providing professional services based on our commitment to serving our clients with responsive, proactive consulting professionals. We will work with your staff to clearly establish goals and then draw upon our experience to formulate innovative and cost-effective approaches—***this is the Kimley-Horn difference***.

Based in Kimley-Horn's local Daytona Beach office, our project manager **Nicole McConnell, P.E.** will serve as the City's personal point of contact, with full authority to make decisions and allocate the resources necessary to keep your project on schedule. Your first point of contact will always be Nicole; she will assess your project's needs and identify the appropriate team members to serve you.

A Team You Can Count On. Kimley-Horn has a reputation for client service that is exceptional and unmatched. We offer a team of top-notch professionals, in-house capabilities, a depth of resources, and a commitment to responsive and reliable service to the City. Kimley-Horn is not focused on the short-term result but is devoted to establishing a long-term relationship founded on trust, respect, and teamwork. We look forward to working with you.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Nicole McConnell, P.E. | Nicole.McConnell@kimley-horn.com | 386.271.0282
Project Manager

Lance Littrell, P.E., Vice President
Principal-in-Charge

As a Vice President with Kimley-Horn, Lance Littrell, P.E. is duly authorized to bind the firm.

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

TAB II

Corporate Experience and Capacity



Tab II – Corporate Experience and Capacity

Kimley-Horn is a full-service, multidisciplinary consulting firm offering a broad range of engineering, planning, landscape architecture, and environmental services to public- and private-sector clients. We were founded in 1967 as a three-person transportation planning and traffic engineering firm in Raleigh, North Carolina. Ever since, the firm has expanded both geographically and in a variety of additional planning, engineering, landscape architectural, and environmental services. Our permanent staff includes more than 7,500 professional, technical, and support staff in 120 offices nationwide.

7,500 staff nationwide

120 offices nationwide

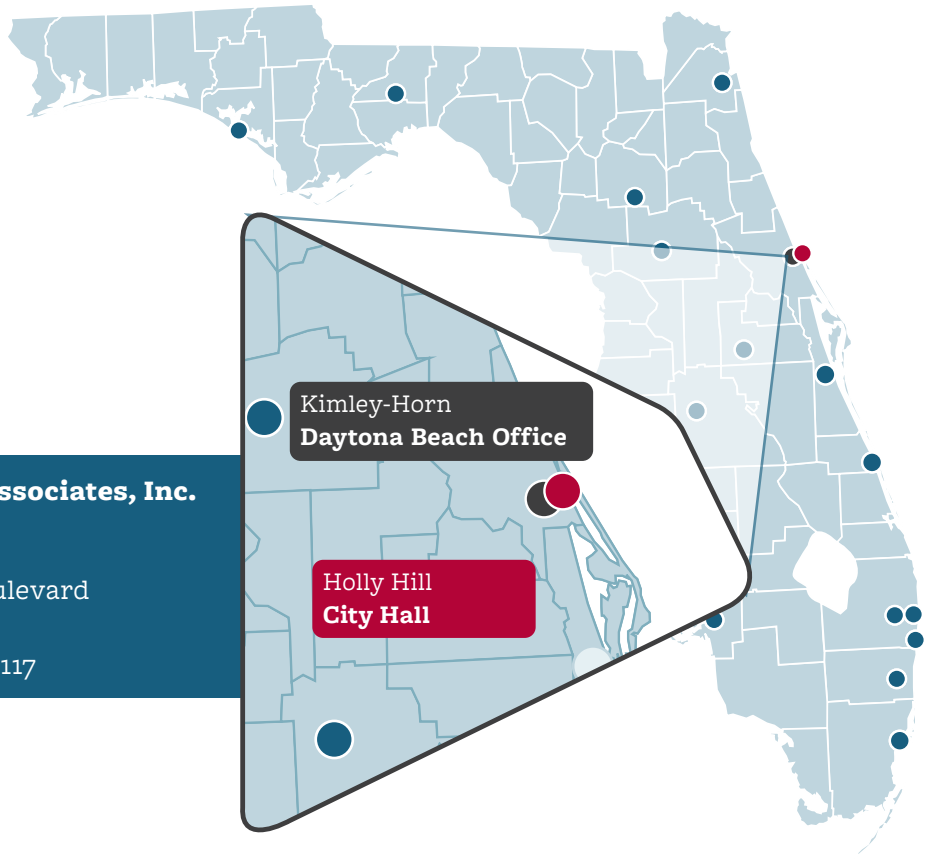


Nicole McConnell P.E.
386.271.0274
Nicole.McConnell@kimley-horn.com

Our history with clients in Florida has demonstrated our ability to assemble a diverse team of in-house professionals from our local offices throughout the state. We have local and regional experience with team members who have extensive knowledge of Holly Hill and the surrounding areas. Kimley-Horn has the size, diversity of talent and services, and proven history of producing innovative, award-winning designs. We take great pride in the strength of our resources, our integrity as a firm, and the character of our people. Throughout the firm's growth, we have come to appreciate the value and importance of remaining true to our roots, focusing on our local clients, and providing them with the personalized and responsive service they deserve. Kimley-Horn is a firm with many disciplines, but one expertise: making our clients successful.

Kimley-Horn's local Daytona Beach office, located at 1530 Cornerstone Boulevard, is just a 15-minute drive from the City of Holly Hill's City Clerk office. This office will be our prime office to serve on this contract as it is the home office of project manager **Nicole McConnell, P.E.** Nicole will serve as the primary contact person and will facilitate task work order assignments to the proper leads on this contract.

Kimley-Horn has more than 1,400 employees in 19 offices across Florida ready to assist the City with professional design and CEI services for water utility optimization and resilience improvements. With our collaborative management approach, Kimley-Horn offers a depth of support and the ability to respond immediately to the City's needs. We seamlessly employ this multidisciplinary approach to our projects to provide exceptional client service.



Kimley-Horn and Associates, Inc.

Daytona Beach
1530 Cornerstone Boulevard
Building 1, Suite 200
Daytona Beach, FL 32117

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

CITY OF HOLLY HILL **Professional Design/CEI Services for**
Water Utility Optimization *and* Resilience Improvements

RFQ# 24-WA-05

Full-Time Staff



Nicole McConnell, P.E.
Project Manager



Tatiana Konstantis, P.E.
Technology Evaluation / Design Services / Permitting/Bidding Services



Nick Black, P.E.
Design Services



Colten Brickler, EIT
Technology Evaluation / Construction Services



Ryan Fisher, E.I.
Permitting/Bidding Services / Construction Services

Part-Time Staff



Lance Littrell, P.E.
Principal-in-Charge



Steve Romano, P.E.
QA/QC

Bailey Engineering Consultants, Inc.
Electrical Services

L&S Diversified
Surveying Services



Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

TAB III

Specialized Expertise of Team Members



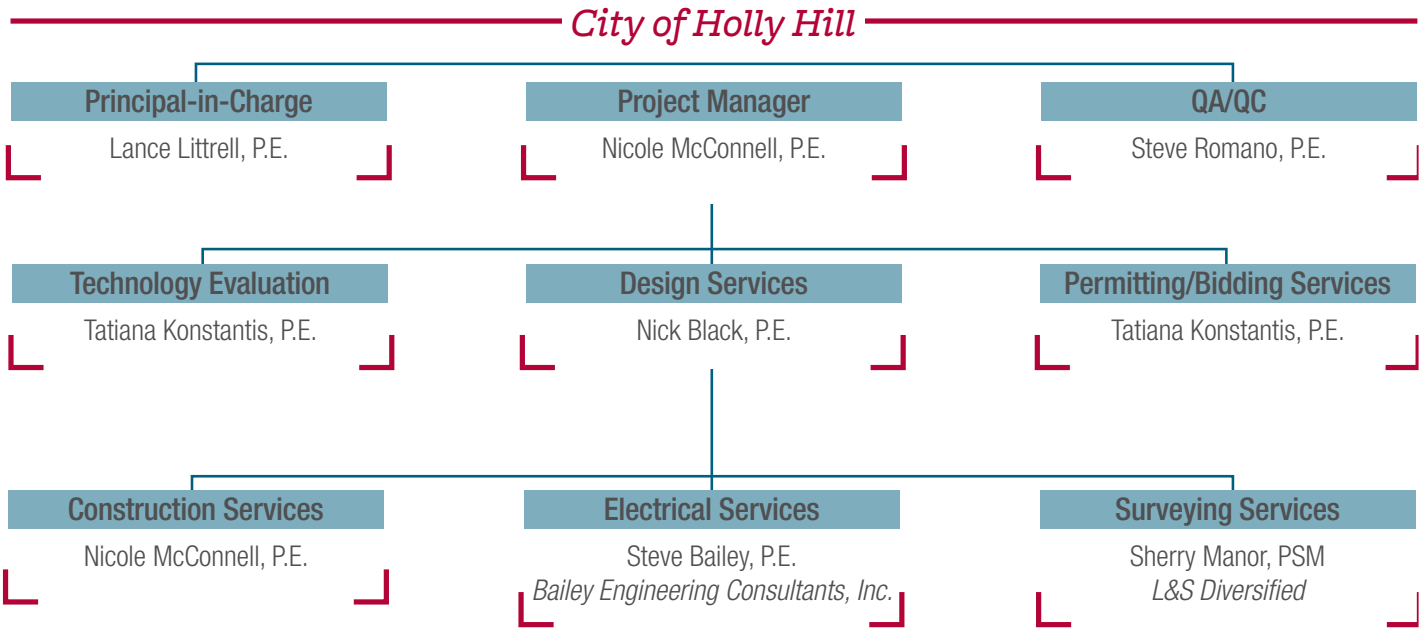
Tab III – Specialized Expertise of Team Members

Organizational Description for the Project Team

This project will be led by **Nicole McConnell, P.E.** located in our Daytona Beach office. Nicole has 18 years experience serving municipal utility clients in Central Florida and will use her local team to provide a majority of the work required under this RFQ. Supporting Nicole on this project will be **Steve Romano, P.E.** With more than 27 years experience in Central Florida, Steve will provide additional technical experience as well as the ability to leverage the larger resources of Kimley-Horn to support Nicole on this important project. In consideration of the advanced water treatment needs of the site, **Lance Littrell, P.E.** will lead the technical evaluation of the water treatment process with his team of water treatment experts, including **Tatiana Konstantis, P.E.** Lance and his team have been designing advanced water treatment plants throughout Florida and are conveniently located in Orlando.

We understand electrical engineering services are critical to this project. That is why Kimley-Horn is teaming with **Steve Bailey, P.E.** with ***Bailey Engineering Consultants (BEC)***. Mr. Bailey has over 35 years of experience in the industry and is one of the leading electrical engineers in the State of Florida for the work required under this RFQ. His vast experience on treatment projects will allow for a more detailed and well thought out design for process improvements and SCADA integration. Steve Bailey and Steve Romano have been designing treatment plants together for over 25 years. This close working relationship provides the City with a core team that has substantial depth and will be ready to work together on day one to meet the City's goals. BEC has offices in Orlando where the primary production of this work will be completed.

Kimley-Horn will also be teaming with **Sherry Manor, PSM** with ***L&S Diversified*** to provide surveying services associated with this RFQ. Sherry has more than 18 years of involvement in large scale boundary and topographic surveys, subdivision platting, specific purpose route surveys, right of way mapping, and construction surveying. Under Sherry's charge, ***L&S Diversified*** currently holds sub-contracts for several City and County Continuing Engineering and Surveying Services contracts and has provided professional surveying services to hundreds of private commercial, public design, and construction projects. Sherry and ***L&S Diversified*** will coordinate with Kimley-Horn and provide surveying services for this RFQ from their office in Casselberry.



Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

Team and Support Teams

a. What will be the key individual's role in the project?

Kimley-Horn. Project manager **Nicole McConnell, P.E.** and the key personnel for this RFQ, **Steve Romano, P.E.**, **Lance Littrell, P.E.**, **Tatiana Konstantis P.E.**, and **Nick Black, P.E.**, will be leading the technology evaluation, design services, permitting/bidding services, and construction services associated with this RFQ.

Bailey Engineering Consultants. **Steve Bailey, P.E.** and **Jay Libo-on** from ***Bailey Engineering Consultants*** will work with Nicole and Kimley-Horn's key personnel to provide electrical engineering services associated with this RFQ.

L&S Diversified. **Sherry Manor, PSM** and **Brad Alexander, PSM, P.E.** from ***L&S Diversified*** will work with Nicole and Kimley-Horn's key personnel to provide surveying services associated with this RFQ.

b. Where are the individuals located?

Kimley-Horn. The primary production of work for this RFQ will be completed by Nicole and the key personnel out of Kimley-Horn's Daytona Beach and Orlando offices.

Bailey Engineering Consultants. Steve and Jay will be providing electrical engineering services out of ***Bailey Engineering Consultants'*** office in Orlando.

L&S Diversified. Sherry and Brad will be providing surveying services out of ***L&S Diversified's*** office in Casselberry.

c. How will this team work cohesively?

Kimley-Horn recognizes the value of assembling a diverse project team and has selected experts in the service areas required to strategically work on this contract. We have provided an organizational chart and resumes for all team members in Tab V. Supplementary to the personnel listed in the organizational chart, we have additional staff members in Daytona Beach, Orlando, and our 17 other Florida offices ready to support this contract. If additional resources are needed, they will be accessed from the more than 7,500 employees across the firm. All professionals are available to provide services on relatively short notice for the projects that are contemplated for this contract.

The team of key professionals we are proposing for this project includes several team members who have successfully worked together on similar projects throughout Volusia County and around the State of Florida. We will apply the lessons learned from these experiences to everything we do to provide the City of Holly Hill with the level of service, teamwork, and responsiveness you deserve. Kimley-Horn has the drive and resources to work as a cohesive unit with the City to ensure your projects are completed exactly to your specifications. Kimley-Horn is not only focused on the short-term result but is devoted to establishing a long-term relationship founded on trust, respect, and teamwork. We are well versed in providing professional design services for water utility optimization and resilience improvements.

d. What is the availability of this individual to devote time to the project?

Our team of technically proficient professionals is readily available for any services under this RFQ. We have provided a percentage of availability to devote time to services associated with this RFQ in each team member's one page resume located in Tab V.

e. Envision a recommended design to construction process to shorten total improvement process time, while maintaining a sustainable and quality treatment system and why.

The Kimley-Horn team is committed to providing the City with an exceptional experience and is dedicated to meeting an accelerated schedule as identified by the City. Kimley-Horn has the resources available and the ability to dedicate them to Nicole to accelerate the project as much as is practical. Being local to Volusia County, Nicole is focused on serving local Volusia County utilities and highly prioritizes this work. She and her team have the ability and availability to dedicate the time required to complete this project on an expedited schedule. The ability to accelerate design is primarily a function of technical expertise, production capacity, and dedication. With our Central Florida technical experts to support Nicole, she has the ability to get rapid, hands on assistance to expedite key decisions which will drive the overall direction of the treatment improvements. Since these experts are also Florida based, there is no learning curve regarding any regulatory or regionally significant drivers of the project. We have designed similar projects right here in Central Florida!

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

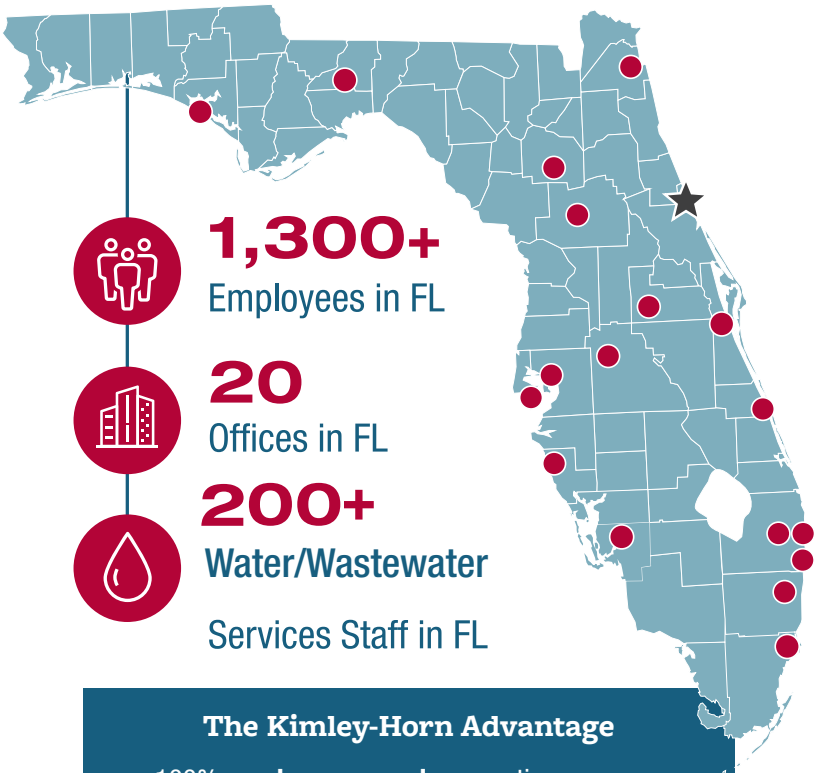
CITY OF HOLLY HILL Professional Design/CEI Services for Water Utility Optimization *and* Resilience Improvements

RFQ# 24-WA-05

Kimley-Horn's production capacity is second to none. As a one profit center firm, we have the ability to leverage the resources of an 7,500 person firm. This will allow us to leverage these resources for other less significant projects, freeing up the time of our local team to focus on your project. This provides the City with a highly productive, dedicated team of local individuals who are highly motivated to provide you an exceptional product and experience.

One alternative process to expedite schedule is to bring in a Contractor early in the design and produce this project under the Construction Manager at Risk (CMAR) process. Kimley-Horn has worked on more than 75 alternative delivery projects in the state of Florida that have involved water, wastewater, utility relocations, drainage improvements, widening roadways, bridge replacements, interchanges, intelligent transportation systems, and multi-lane access controlled freeways. We understand that the City may be considering the use of CMAR on this project, and we will be able to work with the City to determine the best delivery option.

CMAR can help alleviate schedule constraints through equipment acquisition or early construction phasing. Through CMAR, the selected Contractor is able to begin construction or material procurement prior to completion of final design. Beginning construction around the 60% design mark may save 12-18 months on the overall schedule, depending on lead times of electrical equipment, specifically switch gears and control panels.



The Kimley-Horn Advantage

- 100% **employee-owned** corporation
- **450+** water/wastewater personnel nationwide
- **Extensive knowledge** of water treatment facilities with expertise in treatment technology evaluations, site assessments, and designs.

Aside from utilizing CMAR for the project, Kimley-Horn can assist the City in expediting the schedule utilizing our specific design knowledge from previous similar projects. We recently designed one of the first Actina pellet softening systems in Florida, and the Pennbrooke facility is currently under construction. The Kimley-Horn team is thoroughly familiar with the ins and outs of this treatment technology. Additionally, we recently finished a complete treatment technology evaluation for the City of Port Orange; their water quality is very similar to the City's and our local knowledge and technical expertise will speed up the design process.

Producing these improvements in phases can also expedite the completion of the overall project. This allows for some of the simpler aspects of the project that don't contain long equipment lead times to get into construction earlier. This allows for parts of the site to be in construction while the details are being finalized on other aspects of the proposed improvements. This type of development plan can still be accomplished under one funding umbrella that is properly planned and communicated. For instance, chemical system improvements can be designed in parallel with electrical and SCADA improvements and process improvements. Kimley-Horn has the resources to run three design teams in parallel and still keep them coordinated on a single goal. This allows for a shorter time from the beginning of engineering to the beginning of construction but requires more permitting as well as engaging contractors early.

Separate from design, the City can also prepurchase large equipment directly from the manufacturer to save on long lead items. These items will need to be evaluated and negotiated directly with the manufacturer. The City also assumes more risk in this scenario, but this can be mitigated if the timing is coordinated to allow the selected Contractor to directly receive the equipment upon delivery. This eliminates the City owning the equipment prior to installation and limits the risk to the manufacturing and selection of materials.

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

Historical Summary

Founded in 1967, Kimley-Horn is one of the largest full-service, multidisciplinary engineering consulting firms in Florida. After 57 years, Kimley-Horn has more than 7,500 employees in over 120 offices nationwide offering a full range of consulting services to local, regional, and national clients. In Florida, there are nearly 1,400 employees in 19 offices. With more than 230 water resource engineers and environmental professionals based in Florida and more than 800 nationally, Kimley-Horn has the in-house resources and technical expertise to provide all required services. Our integrated water resources staff in Daytona Beach and Orlando can draw from those resources as needed to address your needs for professional services.

Experience in Environmental Consulting

Kimley-Horn has an experienced environmental and utility practice to provide unique and innovative solutions. Our staff has worked with local utility, engineering, and public works departments and can provide utility engineering services for any size project.

Water Treatment

Kimley-Horn's water treatment capabilities include a wide variety of advanced treatment-type projects. Our services include planning, design, permitting, and construction observation services required from the onset of a project through operational testing and startup of the facilities. We provide water resources infrastructure consulting services, including advanced treatment systems; reverse osmosis; membrane softening systems; physical and chemical pre-treatment systems; post-treatment systems for finished water stabilization; wellfield development; grant funding; SCADA system improvements; permitting of membrane concentrate waste disposal; master pumping stations; metering stations; and water storage facilities. Our team has vast experience in finished water quality evaluations, including but not limited to treating for contaminants of emerging concern, control of disinfection byproducts, and corrosion control. Kimley-Horn's staff of professionals have award-winning experience in the design of water treatment and distribution systems (including the design of wells, master pumping stations, and water storage facilities). The firm's water treatment\ and distribution expertise ranges from systems as simple as aeration/chlorination to reverse osmosis, membrane softening, ion exchange, and distillation. The firm's capabilities encompass all planning, design, permitting, and construction observation services required from the onset of a project through the approval process to plant startup and operational testimony.

Wastewater Treatment

The Kimley-Horn team has extensive experience on a wide range of wastewater facilities. We have designed small community package plants as well as large municipal wastewater treatment facilities. Our projects include both expansions to existing treatment facilities and brand-new facilities on virgin sites. We have designed every portion of a fully functional wastewater treatment facility from the headworks to the effluent pump station, from the waste activated sludge pumps to the dewatering system (including solids disposal sites), and from the effluent pumps to the spray field (including ground water monitoring wells). Our team also has expertise with nearly every treatment process including oxidation ditches, 4- and 5-stage Bardenpho, A2O, MLE, MBR, MABR, and MBBR processes. We have worked on more than 100 WWTP projects in Florida, designing and constructing more than 20 WWTPs in Florida. Additionally, Kimley-Horn has aquifer storage and recovery (ASR) experience in both shallow and deep aquifer systems. Our experience encompasses conceptual planning, permitting, design, construction, and testing of such ASR systems. ASR technology is recognized for its innovation and direct contribution to practical water conservation.

Pump Stations and Pipelines

Kimley-Horn has a wide range of experience in the rehabilitation of sanitary pump stations, collection systems, and force main systems. We have designed new pump stations to replace old and outdated stations, as well as complete renovations/rehabilitations of pump stations in their current location—all while keeping the station operational throughout the renovation/rehabilitation process. Our experience includes design of stations with capacities from 0.1-MGD to more than 100-MGD for a variety of applications all over Florida and the nation. We cover all facets of the design and construction observation process, including mechanical system design, force main/collection system adjustments, structural engineering, hydraulic modeling, permitting, telemetry, and SCADA system design.

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

Kimley-Horn offers proven experience in the layout, design, route selection, and construction of wastewater collection mains and force mains for public agencies. Our team has designed hundreds of miles of sewer lines ranging in size from six inches to 72 inches. Many of these designs have facilitated the extension of utilities service to communities that were previously unserved.

Project Approach and Familiarity with the City of Holly Hill

Properly planning the improvements desired at the facility ensures a successful project on a firm schedule. The understanding of this process begins at the initial scoping meeting. We will bring the critical members of our project team to the scoping meeting to confirm everyone's priorities are aligned with the City's vision. This will entail a detailed discussion of the potential aspects of the project including the added resiliency, potential process modifications, and chemical system changes. Once an understanding of the critical components of the project are agreed upon the overall project schedule can be completed. This will entail a discussion of critical path items, design constraints, required permitting, and contracting methods. As discussed in the schedule section, this will allow us to determine the best ways to expedite the overall schedule as much as possible.

As we understand the scope of this project, there are several needs at the water treatment plant including converting the gas chlorination system to liquid chlorine, improving the SCADA and operational controls, optimizing the treatment process, and, finally, during the last storms there was some flooding on site and the proposed improvements would also need to address the site conditions. These needs are all inter-related but can be completed in parallel design paths. For the purposes of this approach, we will lay the needs out individually to discuss the required level of detail in each area.



The disinfection conversion from gas to liquid chlorine provides additional site safety and removes the periodic risk management plans from the facility. The design of this use is very straightforward; generally, the use of liquid chlorine (sodium hypochlorite) is consumed at a rate of approximately gallon per pound of gas currently. This correlation is used to size the dosing rate for the injection pumps. It is also used to calculate the required storage volume for the facility. This should be set up for 30 days of storage with deliveries every two weeks to allow for enough volume for a skipped delivery in the event of a hurricane. A facility of your size would typically use double walled storage tanks for spill protection and would need weather protection, as the chemical is UV sensitive. The chlorine disinfection system will still be blended with ammonium sulfate to create chloramines. The ammonia system will be evaluated to determine if it needs to be replaced as well. The volumes are significantly less as the ammonia is dosed according to a ratio of 4.2:1, chlorine:ammonia. The controls of this system will be integrated with the treated water feed rate to properly dose the chemicals prior to storage and delivery.

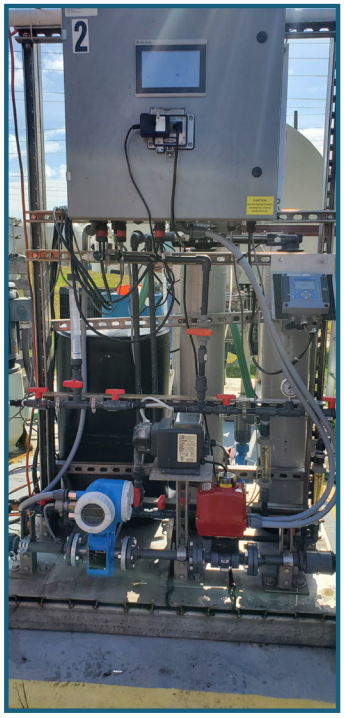
The existing treatment system is reportedly over 50 years old and while still operable, requires considerable maintenance and rehabilitation. Further, the lime softening process produces a lime sludge waste that is stored in a separate tank. This lime sludge is then slowly dosed into the wastewater process stream. While this treatment process has been effective, it also makes the wastewater more difficult to treat and adds an unnecessary process waste stream. This is a specific problem we have investigated for several of our clients, most recently for the City of Port Orange. An alternative lime softening process uses a pelletization process. This is currently being designed for New Smyrna Beach and is proposed for Port Orange. Kimley-Horn has also designed this system for a facility in north Lake County and a facility in Miami. The difference with the pelletization system is that the pH adjustment occurs with liquid sodium hydroxide, instead of lime so the lime slaker can be removed. The pH adjusted water is then processed through a sack filled with sand. The sand acts as a catalyst and the hardness (calcium, magnesium, and iron) is removed as a coating on the sand. Periodically, the sand is wasted to a dumpster. The only liquid waste from the process is the small amount of treated water that drains from the sand. The sand is inert and can be disposed of in many ways. It can be used as fill, it can be used for emergency sandbags, or it can be landfilled as daily cover. This will reduce the liquid stream to the wastewater plant, eliminate the pH shift that certainly occurs in the wastewater plant, and it simplifies operations and maintenance with a smaller footprint. The existing filters may still be used but will only need to remove any dust or grit carryover from the process. This process step is not always required, but even if the filters were kept in place the amount of backwashing would significantly reduce, further reducing the waste stream. Overall, this

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

process allows for a higher percentage of the raw water to be used and is therefore also beneficial to the City's consumptive use permit allocation.



While this is not the only option to treat the flows at the facility, based on the size and water quality, it is the most cost-effective solution. This operation can be integrated into the process operational optimization and SCADA improvements as well. This allows for a more streamlined and automated process to provide high quality, reliable water to your customers. The SCADA/ operations improvements are projected to include an evaluation of the full system including the high service pumping, elevated storage, and distribution piping system. A hydraulic model can be created, or updated, to evaluate the operational controls and potential inefficiencies, such as hydraulic bottlenecks, in the system. The operational controls can then best pace the operation of the high service pumps to maintain a steady pressure within the distribution system.



Each of these systems described can be designed in parallel but they have one aspect in common. There will generally need to be site improvements to lay out each of these components on the site. The sodium hypochlorite will need to be retrofitted into an existing structure or a new structure will need to be built. Access for delivery trucks will be necessary and driveway modifications may be required. The softening system will need sodium hydroxide (but not lime!) to adjust the pH level up and sulfuric acid to stabilize the pH level back down. These will need locations with good chemical delivery access. These improvements and controls may require additional electrical space and an additional generator, so an electrical building will likely be beneficial. The site has previously experienced flooding problems and proper access for delivery and maintenance vehicles is critical. Revising the site to provide better access through severe storm events is necessary to provide the resiliency and reliability the City desires.

Quality assurance and quality control is of great importance since this is critical infrastructure to protect the health and welfare of the City's customers. The quality reviews are typically performed before each deliverable: conceptual (30%), 60%, 90%, and a final review prior to bidding. This review is performed by our senior engineers familiar with both the treatment process and the necessary construction methods to ensure the improvements can be constructed while keeping the facility in continuous operation. While this is standard practice, we take extra care in this review on critical infrastructure due to the significant impact carelessness can have. The process and construction quality review is intended to protect the City from unnecessary change orders and help to maintain a stable schedule for construction.

Utility Experience

Kimley-Horn's utility capabilities encompass all planning, design, permitting, coordination, and construction observation services required from the onset of a project through the approval process to completion of construction. Our utility staff is capable of designing, permitting, and producing almost any utility project, including well design, water use permitting, water treatment plants, wastewater treatment plants, water and sewer transmission/collection system design, GIS mapping, water/wastewater system modeling, and utility master planning. We also have expertise in specific areas, such as hydrogeology, advanced water/wastewater treatment, and environmental permitting.

More specifically, Kimley-Horn has expertise in water treatment facility design ranging from systems as simple as aeration/ chlorination to reverse osmosis, membrane softening, ion exchange, and distillation. Leveraging our relationships with local drinking water agencies, we will work closely with City staff to quickly develop the water quality, engineering, and technical data necessary to complete short-term and long-term solutions to your water treatment goals.

Kimley-Horn has a long history of being a successful utility consultant to local government clients around Holly Hill. Our staff is familiar with the area and has delivered for several local municipalities, including Citywide modeling for water, wastewater, and reclaimed water, lift station and pipeline designs and water treatment plant evaluations for the City of Port Orange, pipeline and pump station designs for the City of Edgewater, septic to sewer design for the City of Orange City and pipeline and pump station design owned and maintained by the cities of Daytona Beach and Palm Coast.

Location of the Firm



Local Office. Kimley-Horn prides itself on being a successful consultant for the City of Holly Hill. In fact, our local Daytona Beach office has provided valuable consultant services to both municipal and private sector clients in Volusia County and is just a 15-minute drive from the City Clerk's office.

We are an integral part of our local community, with many of our staff living in and around Holly Hill. We consider ourselves to be an extension of City staff and are committed to the success of your utility projects. Additionally, we are readily available for staff meetings and work sessions on short notice, providing the City with the personal and thorough client service of a small local firm and the resources of our national consulting staff.

Timely Response. This contract is very similar to the many water utility contracts our firm holds. We understand that responsiveness is critical to any project—even more so during construction, so that a contractor is not delayed. We provide a dedicated project manager and construction representative on all projects to ensure timely responses. Our staff of dedicated professionals takes great pride in the way we serve our clients. We pledge to you the same level of commitment and personal responsiveness that clients have come to expect from us over the years.

Client References

1. Water Treatment Plant Facility Plan, Port Orange, FL

In accordance with the terms of the Master Agreement for Continuing Professional Services, Kimley-Horn was selected to provide a proposal to develop a comprehensive water treatment plant plan for the purpose of planning and prioritizing future facility and offsite improvement projects. Our services include data collection, site evaluations, wellfield analysis, improvements analysis, and report preparation. The scope of work was prepared following discussions with the City of Port Orange staff regarding the City of Port Orange Garnsey Water Treatment Plant (WTP) and three offsite storage and pump station sites. The water treatment plant site consists of three treatment trains each with a softening tank, recarbonation basin, filter, clear well, and transfer pump station. Included in this evaluation is a review of the maintenance and operations buildings, as well as the general site infrastructure. The repumping stations evaluations will include pumping systems, ground storage tanks, and site infrastructure.

a. **Term:** October 2022 – Ongoing
b. **Value:** $277,151
c. **Contact:** Junos Reed | Engineering and Construction Manager
   i. 407 Virginia Avenue, Port Orange, FL 32127
   ii. jureed@port-orange.org
   iii. 386.506.5754

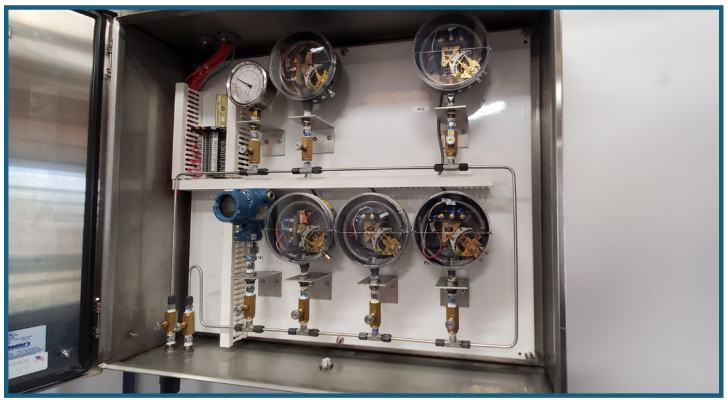
2. Pennbrooke Water Treatment Plant Water Quality Improvements, Leesburg, FL (Worked with Bailey Engineering Consultants, Inc.)

The Pennbrooke Water Treatment Plant (WTP) is currently comprised of two raw water wells that are treated with an iron sequestrant, followed by sodium hypochlorite for disinfection. Sunshine Water Services desired to proactively improve the water quality aesthetics of their system by reducing overall iron and total hardness levels of the 1.296 million gallon per day (MGD) plant. Kimley-Horn was retained to provide procurement of a pellet softening pilot and modified design of the existing treatment process to a pellet softening process. Pilot testing included coordination with the pellet softening vendor, establishment of water softening goals, analysis of pilot testing results,

a. **Term:** May 2022 – September 2023
b. **Value:** $325,067
c. **Contact:** Bryan Gongre | Regional Manager
   i. 200 Weathersfield Avenue, Altamonte Springs, FL 32714
   ii. bryan.gongre@sunshinewater.com
   iii. 321.972.0360

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

analysis of post treatment chemical injection chemical costs, and preparation of a pilot testing report. The design included an assessment of existing demands and rerating the capacity of the plant to 1.0 MGD, replacement of an existing 600 gallon per minute (gpm) raw water well with a new 600 gpm raw water well, the addition of two 350 gpm pellet softening reactors, post treatment chemical injection, replacement of the three existing 50,000 gallon ground storage tanks with two 0.255 MG tanks, and reconfiguration and of the existing high service pump station piping and replacement of three existing high service pumps. This project is currently under construction and is expected to be completed Fall 2024.



3. West Villages Water Treatment Plant (Worked with Bailey Engineering Consultants, Inc.)

Kimley-Horn provided professional services for the design of a water treatment plant to be located at the northwest corner of the intersection of the future West Villages Parkway and future Manasota Beach Road. The facility planned to utilize reverse osmosis membrane treatment and was constructed in three phases: Phase 1 (2.0 MGD), Phase 2 (1.0 MGD), and Phase 3 (1.0 MGD). Due to an aggressive schedule, the delivery method was Construction Manager at Risk (CMAR) and our team helped select and coordinated with the CMAR throughout design and preconstruction. Once constructed, the ownership of the facility was dedicated to the City of North Port for ownership, operation, and maintenance. Therefore, all design elements, manufacturer requirements and treatment preferences were approved by the City. Kimley-Horn prepared Preliminary Design Report and provided water treatment plant design services and construction plans, source water hydraulic modeling and water quality projections, environmental and permitting services, raw water wellhead and main designs, and concentrate line design services.

a. **Term:** August 2019 – June 2022
b. **Value:** $45,421,016
c. **Contact:** John Luczynski | Senior Vice President, West Villages Construction, LLLP
   i. 19503 S. West Villages Parkway, #14, Venice, FL 34293
   ii. john.luczynski@mattamycorp.com
   iii. 941.724.4773 , ext. 103

4. James E. Anderson Reverse Osmosis Membrane Pilot Study and Replacement at RO Water Treatment Plant, Port St. Lucie, FL

The James E. Anderson Reverse Osmosis Water Treatment Facility have exceeded the planned useful lifespan of the existing membrane elements and are approaching 15 years of operation. The Kimley-Horn team was selected to provide the RO membrane study and replacement consulting services for the WTF. In addition to the pilot testing of three membrane elements, the project includes a detailed evaluation of the RO process trains, wholistic facility assessment and energy efficiency analysis, bid solicitation and procurement of membranes and contractors for installation, as well as membrane installation oversight and testing certification. The project is anticipated to extend over the 5-year replacement schedule for the membrane elements and construction upgrades to the treatment trains.

a. **Term:** July 2019 – September 2021
b. **Value:** $484,320
c. **Contact:** Pierre Vignier | Utilities Project Coordinator
   i. 121 SW Port St. Lucie Boulevard Port St.. Lucie, FL 34984
   ii. pvignier@cityofpsl.com
   iii. 772.871.5421

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

5. 8.0 MGD RO Water Treatment Plant Expansion for Town and Country Utilities, Babcock Ranch, FL (Worked with Bailey Engineering Consultants, Inc.)



Kimley-Horn was selected to design the treatment plant expansion from 1.0 MGD to 8.0 MGD in multiple phases to support the development growth. Kimley-Horn designed and permitted the complete treatment plant expansion to include up to 8.0 MGD or reverse osmosis, 10 additional water supply wells, pre-treatment, post-treatment stabilization and hydrogen sulfide removal, transfer pumps, storage expansion and high service pump expansion. The new treatment plant works in parallel to the existing nanofiltration treatment facility and will ultimately be the supplier of potable water to the development. The design included a phased approach in 2.0 MGD increments with a shell of the buildout in the initial construction efforts. For concentrate disposal, the early phases include blending concentrate with reclaimed water and ultimately a deep injection well for brine disposal. Due to an aggressive schedule, the Construction Manager at Risk (CMAR) delivery method was selected and our team coordinated closely with the CMAR throughout design and preconstruction.

a. **Term:** June 2020 – Ongoing
b. **Value:** $2,635,000
c. **Contact:** Matt Hermanson, P.E. | Director – Development
   i. 42911 Lake Babcock Drive, Babcock Ranch, FL 33982
   ii. mhermanson@kitsonpartners.com
   iii. 239.567.5159

6. Wastewater and Reclaimed Water Master Plan, Winter Springs, FL

The Wastewater and Reclaimed Water Master Plan serves the City to identify the road map for successful utility operation and planning for the future of the City's Utility. The master plan includes development of the hydraulic models for both the wastewater and reclaimed water infrastructure, calibration, and scenario analysis to facilitate future alternatives for the Utility's growth and operation. The master plan supported the present day, 5-year, 10-year, and 20-year water demands. Kimley-Horn provided data collection, model development, hydraulic modeling, and a master plan for both the wastewater and reclaimed water utilities in conjunction with the City's Capital Improvement Plan. Kimley-Horn prepared the capacity evaluation of each wastewater treatment plant and reclaimed water system along with a combined system capacity evaluation. The Wastewater and Reclaimed Master Plan included: an existing and future service area description; population/demand projections; wastewater system analysis and methodology; recommended wastewater and reclaimed water system improvements; Utility system planning alternative and phasing; and main replacement project features (components, alternative analyses, cost analysis, and challenges). The plan was prepared in accordance with FDEP and SRF requirements and involved scheduling of and participation in a public meeting with a detailed agenda addressing required issues. Kimley-Horn presented the master plan to the City Commission in May 2022 and it was accepted. A revenue sufficiency analysis is also being conducted to financially support the Capital Improvement Plan.

a. **Term:** May 2021 – May 2022
b. **Value:** $337,600
c. **Contact:** Jason Norberg | Director of Public Works and Utilities
   i. 1126 East State Road 434, Winter Springs, FL 32708
   ii. jnorberg@winterspringsfl.org
   iii. 407.327.5955

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

7. Water Treatment Plant #2, Ocala, FL (Worked with Bailey Engineering Consultants, Inc.)

Kimley-Horn prepared construction plans and specifications for the Ocala Water Treatment Plant #2). The Ocala WTP #2 is a 30-MGD water treatment facility (expandable to 40 MGD) consisting of LFA wells, sand filtration, membrane filtration, iron sequestration, packed tower aeration for sulfide removal, biological odor control, and sodium hypochlorite for disinfection. Raw water for the project is provided by 6 lower Florida wells. The design also included the design of 2 2-million-gallon prestressed ground storage tanks, 2–4-million-gallon prestressed ground storage tanks, a high-service pump building, and an operations building and conference room. The project was funded by SJRWMD cooperative funding grants. Kimley-Horn provided funding acquisition assistance and assisted the City in acquiring $40,000,000 from the Cooperative Funding Program. During construction, Kimley-Horn will provide construction administration and oversight services, as well as Davis-Bacon administrative assistance.

a. **Term:** February 2023 – Ongoing
b. **Value:** $4,999,483
c. **Contact:** Rusella Bowes-Johnson | Assistant Director Engineering
   i. 201 SE 3rd Street, Ocala, FL 34471
   ii. RJohnson@Ocalafl.org
   iii. 352.351.6772

8. Indian River County Department of Utility Services South Oslo Road Water Treatment Plant Rehabilitation and Expansion Project, Vero Beach, FL

Indian River County owns and operates the South Oslo Road Water Treatment Plant, an 8.57 MGD nanofiltration and raw water blend facility that serves the southern portion of Indian River County. The facility is antiquated and in need of major rehabilitation and replacement work to restore the reliability, efficiency, and capability of the treatment plant. This project consisted of the replacement of four 1.5-MGD NF trains with new, 1.875 MGD NF trains, modifications to the feed water piping to dedicate a pump to a train, process piping replacement, chemical storage, and feed system improvements, and new highservice pump station to provide peak hour flow capabilities. This project also included major electrical replacement and rehabilitation work including a new power distribution panel, Automatic Transfer Switch Replacement, and conversion of existing air-actuated valves to be electrically actuated. The project will result in an increased treatment capacity of 9 MGD and will have additional improvements that enhance the redundancy and resiliency of the facility.

a. **Term:** December 2019 – December 2021
b. **Value:** $695,501
c. **Contact:** Terry Southard | Treatment Superintendent
   i. 1801 27th Street, Vero Beach, FL 32960
   ii. tsouthard@ircgov.com
   iii. 772.226.3404

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

TAB IV

Customer Listing



Tab IV – Customer Listing

Water Treatment Plant Facility Plan, Port Orange, FL

Client name, address, and current telephone number: City of Port Orange | 407 Virginia Avenue, Port Orange, FL 32127 | 386.506.5575

Description of the services provided: Our services include a comprehensive water treatment plant plan, data collection, site evaluations, wellfield analysis, improvements analysis, and report preparation.

Time period of the project or contract: October 2022 – Ongoing

Client's contact reference name and current telephone number: Junos Reed | Engineering and Construction Manager | 386.506.5754 | jureed@port-orange.org

Pennbrooke Water Treatment Plant Water Quality Improvements, Leesburg, FL

Client name, address, and current telephone number: Sunshine Water Services | 200 Weathersfield Avenue, Altamonte Springs, FL 32714 | 407.869.1919

Description of the services provided: Our services included the procurement of a soft pellet softening pilot, a modified design of the existing treatment process to a pellet softening process, establishment of water softening goals, analysis of pilot testing results, analysis of post treatment chemical injection chemical costs, and preparation of a pilot testing report.

Time period of the project or contract: May 2022 – September 2023

Client's contact reference name and current telephone number: Bryan Gongre | Regional Manager | 321.972.0360 | bryan.gongre@sunshinewater.com

West Villages Water Treatment Plant, North Port, FL (Worked with Bailey Engineering Consultants, Inc.)

Client name, address, and current telephone number: West Villages Construction, LLLP | 19503 S. West Villages Parkway, #14, Venice, FL 34293 | 941.999.4822

Description of the services provided: Our services included a preliminary design report, water treatment plant design services, construction plans, source water hydraulic modeling and water quality projections, environmental and permitting services, raw water wellhead and main designs, and concentrate line design services.

Time period of the project or contract: August 2019 – June 2022

Client's contact reference name and current telephone number: John Luczynski | Senior Vice President | 941.724.4773 , ext. 103 john.luczynski@mattamycorp.com

James E. Anderson Reverse Osmosis Membrane Pilot Study and Replacement at RO Water Treatment Plant, Port St. Lucie, FL

Client name, address, and current telephone number: City of Port St. Lucie | 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984 | 772.871.5100

Description of the services provided: Our services included providing the RO membrane study and replacement consulting services for the water treatment facility, evaluation of the RO process trains, wholistic facility assessment and energy efficiency analysis, bid solicitation and procurement of membranes and contractors for installation, and membrane installation oversight and testing certification.

Time period of the project or contract: July 2019 – September 2021

Client's contact reference name and current telephone number: Pierre Vignier | Utilities Project Coordinator | 772.871.5421 | pvignier@cityofpsl.com

8.0 MGD RO Water Treatment Plant Expansion for Town and Country Utilities, Babcock Ranch, FL

Client name, address, and current telephone number: Babcock Ranch Community Independent Special District | 42911 Lake Babcock Drive, Babcock Ranch, FL 33982 | 877.276.0889

Description of the services provided: Our services include design and permitting for the treatment plant expansion from 1.0 MGD to 8.0 MGD in multiple phases, as well as 10 additional water supply wells, pre-treatment, post-treatment stabilization and hydrogen sulfide removal, transfer pumps, storage expansion and high service pump expansion.

Time period of the project or contract: June 2020 – Ongoing

Client's contact reference name and current telephone number: Matt Hermanson, P.E. | Director – Development | 239.567.5159 | mhermanson@kitsonpartners.com

Wastewater and Reclaimed Water Master Plan, Winter Springs, FL

Client name, address, and current telephone number: City of Winter Springs | 1126 East State Road 434, Winter Springs, FL 32708 | 407.327.1800

Description of the services provided: Our services included data collection, model development, hydraulic modeling, and a master plan for both the wastewater and reclaimed water utilities in conjunction with the City's Capital Improvement Plan. Our team prepared the capacity evaluation of each wastewater treatment plant and reclaimed water system along with a combined system capacity evaluation.

Time period of the project or contract: May 2021 – May 2022

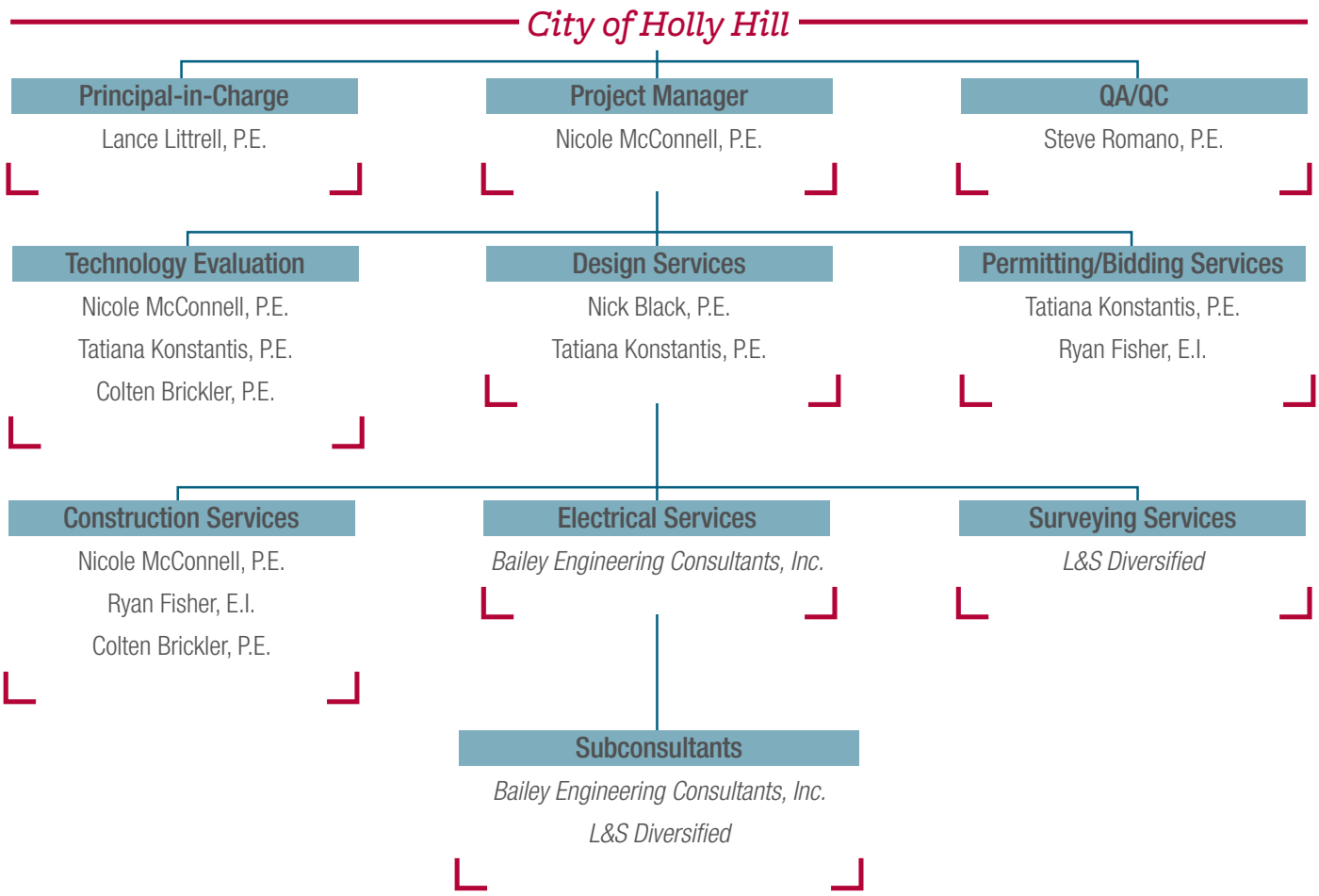
Client's contact reference name and current telephone number: Jason Norberg | Director of Public Works and Utilities | 407.327.5955 | jnorberg@winterspringsfl.org

TAB V

Staff Qualifications, Resumes and Organizational Charts



Tab V – Staff Qualifications, Resumes and Organizational Charts



Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)



60%
Availability

Nicole McConnell, P.E.

Project Manager / Technology Evaluation / Construction Services

Professional Credentials

- Bachelor of Science, Environmental Engineering, Rensselaer Polytechnic Institute
- Professional Engineer, 73789, FL

Special Qualifications

- More than 18 years of experience specializing in wastewater treatment plant and pipeline design
- Technical engineering skills include water and wastewater treatment plant design, pump stations and lift stations, pipeline design, reuse feasibility planning, master planning, permitting, and construction management
- Wastewater treatment designs include odor control systems, headworks facilities, process basins, filtration and disinfection, and solids handling facilities
- Pipeline design experience includes the design of wastewater, potable, and reuse pipelines ranging in diameter from 4 inches to 42 inches and up to 20,000 linear feet

Relevant Experience

Pennbrooke Water Treatment Plant Water Quality Improvements, Leesburg FL — Project engineer. The Pennbrooke Water Treatment Plant (WTP) is currently comprised of two raw water wells that are treated with an iron sequestrant, followed by sodium hypochlorite for disinfection. Sunshine Water Services desired to proactively improve the water quality aesthetics of their system by reducing overall iron and total hardness levels of the 1.296 million gallons per day (MGD) plant. Kimley-Horn was retained to provide procurement of a pellet softening pilot and modified design of the existing treatment process to a pellet softening process. Pilot testing included coordination with the pellet softening vendor, establishment of water softening goals, analysis of pilot testing results, analysis of post treatment chemical injection chemical costs, and preparation of a pilot testing report. The design included an assessment of existing demands and rerating the capacity of the plant to 1.0 MGD, replacement of an existing 600 gallon per minute (gpm) raw water well with a new 600 gpm raw water well, the addition of two 350 gpm pellet softening reactors, post treatment chemical injection, replacement of the three existing 50,000 gallon ground storage tanks with two 0.255 MG tanks, and reconfiguration and of the existing high service pump station piping and replacement of three existing high service pumps.

Water Treatment Plant Facility Plan, Port Orange, FL — Project manager. In accordance with the terms of the Master Agreement for Continuing Professional Services, Kimley-Horn was selected to provide a proposal to develop a comprehensive water treatment plant plan for the purpose of planning and prioritizing future facility and offsite improvement projects. Our services include data collection, site evaluations, wellfield analysis, improvements analysis, and report preparation. The scope of work was prepared following discussions with the City of Port Orange staff regarding the City of Port Orange Garnsey Water Treatment Plant (WTP) and three offsite storage and pump station sites. The water treatment plant site consists of three treatment trains each with a softening tank, recarbonation basin, filter, clear well, and transfer pump station. Included in this evaluation is a review of the maintenance and operations buildings, as well as the general site infrastructure. The repumping stations evaluations will include pumping systems, ground storage tanks, and site infrastructure.

West Villages Improvement District (WVID) Southwest Wastewater Reclamation Facility (SWWWRF), North Port, FL — Project engineer. Kimley-Horn provided a full range of engineering services for the West Villages Improvement District (WVID) Wastewater Reclamation Facility (SWWWRF). Kimley-Horn prepared plans and specifications for the construction of a 2.0-MGD wastewater facility, including headworks and screening, grit removal, MLE biological treatment, clarifiers, deep bed sand filters, disinfection, septage receiving, digestion and centrifuge drying facilities, and a Class I industrial DIW for the future disposal of SWWWRF wet weather discharges. Permitting agencies we dealt with include the Southwest Florida Water Management District (SWFWMD), Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (USACE), FDEP/Health Department, FDEP/Sarasota County, City of North Port, and the Florida Department of Transportation (FDOT). The facility was designed in conjunction with the City of North Port standards because they will take over the facility when complete and operational. Construction was contracted using a Construction Manager at Risk (CMAR) process. Construction of this $42-million project is currently underway and scheduled to be completed in September 2019, approximately three months early.

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)



30%
Availability

Lance Littrell, P.E.

Principal-in-Charge

Professional Credentials

- Master of Business Administration, University of Central Florida
- Bachelor of Science, Mechanical Engineering, Old Dominion University
- Professional Engineer, 65645, FL
- American Membrane Technology Association (AMTA), Board of Directors
- Southeast Desalting Association (SEDA)
- American Water Works Association (AWWA)

Special Qualifications

- Has 23 years of experience successfully delivering water, wastewater, and reclaimed water utility projects throughout Florida
- Experience includes the design, project management, construction oversight, and fabrication of reverse osmosis and ultrafiltration water treatment plants for municipal utilities
- Municipal experience includes a well-rounded portfolio of planning, design, construction inspection, and start-up services, as well as operations assistance

Relevant Experience

James E. Anderson Reverse Osmosis Membrane Pilot Study and Replacement at RO Water Treatment Plant, Port St. Lucie, FL
Project manager. The James E. Anderson Reverse Osmosis Water Treatment Facility has exceeded the planned useful lifespan of the existing membrane elements and are approaching 15 years of operation. The Kimley-Horn team was selected to provide the RO Membrane Study and Replacement consulting services for the WTF. In addition to the pilot testing of three membrane elements, the project includes a detailed evaluation of the RO process trains, wholistic facility assessment and energy efficiency analysis, bid solicitation and procurement of membranes and contractors for installation, as well as membrane installation oversight and testing certification. The project is anticipated to extend over the 5-year replacement schedule for the membrane elements and construction upgrades to the treatment trains.

West Villages Improvement District (WVID) Utility Engineering Services (includes Southwest Water Treatment Plant and Wastewater Treatment), North Port, FL — Engineer of record. Kimley-Horn is retained to provide professional services for the design of a water treatment plant (WTP) to be located at the northwest corner of the intersection of the future West Villages Parkway and future Manasota Beach Road. The facility will utilize reverse osmosis (RO) membrane treatment and will be constructed in two phases equaling 5 MGD. Due to an aggressive schedule, the delivery method is Construction Manager at Risk (CMAR) and our team helped select and coordinate with the CMAR throughout design and preconstruction. Once constructed, the ownership of the facility was dedicated to the City of North Port for ownership, operation, and maintenance. Therefore, all design elements, manufacturer requirements and treatment preferences will be approved by the City. Kimley-Horn prepared the Preliminary Design Report, and WTP design services and construction plans, source water hydraulic modeling and water quality projections, environmental and permitting services, raw water wellhead and main designs, and concentrate line design services.

Water Utilities Department (PBCWUD) Water Treatment Plant #11 (WTP #11) Operational Improvements (fka Lake Region Brackish RO WTP), Palm Beach County, FL — Project manager for Kimley-Horn team that provided support in restoring lost treatment capacity and improving operations of the 10-MGD Lake Region RO WTP #11, a brackish water treatment facility. The facility had struggled with a rapid decline in raw water quality and the Kimley-Horn team was instrumental in helping restore plant capacity through enhancements to the WTP and operational improvements. The Kimley-Horn team designed energy recovery improvements to the reverse osmosis (RO) system and identified several operational changes to optimize system recovery including piloted membranes for replacement and provided enhanced post treatment system evaluation. The membrane pilot testing efforts included evaluating multiple membranes, scale inhibitors, and H2S rejection testing (the first testing in the industry) to identify the best performing membrane elements for the facility's long-term operation.

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)



20%
Availability

Steve Romano, P.E.

Quality Assurance / Quality Control

Professional Credentials

- Bachelor of Science, Environmental Engineering, University of Central Florida
- Professional Engineer, 57579, FL
- Water Environment Federation (WEF)

Special Qualifications

- Professional engineer with 28 years of experience as a consultant working in the water and wastewater industry
- Preparation of utility master plans, including facility plans, water plans, wastewater plans, reclaimed water plans, process studies, distribution studies, collection/transmission studies, asset management plans, and DBP studies
- Pipeline design from 2 inches to 42 inches for water, sewer, and reclaimed systems involving rights-of-way and easements across water bodies, interstates, railroads, and local roads associated with new construction and relocations due to road widening design, and infrastructure renewal and replacement. His experience includes more than 100 miles of pipeline design and more than 50 pump station projects

Relevant Experience

Pennbrooke Water Treatment Plant Water Quality Improvements, Leesburg, FL — Project manager. The Pennbrooke Water Treatment Plant (WTP) is currently comprised of two raw water wells that are treated with an iron sequestrant, followed by sodium hypochlorite for disinfection. Sunshine Water Services desired to proactively improve the water quality aesthetics of their system by reducing overall iron and total hardness levels of the 1.296 million gallons per day (MGD) plant. Kimley-Horn was retained to provide procurement of a pellet softening pilot and modified design the existing treatment process to a pellet softening process. Pilot testing included coordination with the pellet softening vendor, establishment of water softening goals, analysis of pilot testing results, analysis of post treatment chemical injection chemical costs, and preparation of a pilot testing report. The design included an assessment of existing demands and rerating the capacity of the plant to 1.0 MGD, replacement of an existing 600 gallon per minute (gpm) raw water well with a new 600 gpm raw water well, the addition of two 350 gpm pellet softening reactors, post treatment chemical injection, replacement of the three existing 50,000 gallon ground storage tanks with two 0.255 MG tanks, and reconfiguration and of the existing high service pump station piping and replacement of three existing high service pumps.

Water Treatment Plant Facility Plan, Port Orange, FL — Project engineer. In accordance with the terms of the Master Agreement for Continuing Professional Services, Kimley-Horn was selected to provide a proposal to develop a comprehensive water treatment plant plan for the purpose of planning and prioritizing future facility and offsite improvement projects. Our services include data collection, site evaluations, wellfield analysis, improvements analysis, and report preparation. The scope of work was prepared following discussions with the City of Port Orange staff regarding the City of Port Orange Garnsey Water Treatment Plant (WTP) and three offsite storage and pump station sites. The water treatment plant site consists of three treatment trains each with a softening tank, recarbonation basin, filter, clear well, and transfer pump station. Included in this evaluation is a review of the maintenance and operations buildings, as well as the general site infrastructure. The repumping stations evaluations will include pumping systems, ground storage tanks, and site infrastructure.

General Services Contract (Water, Wastewater, and Reclaimed Water Continuing Engineering Consultant) (aka Utilities Engineering Services Contract), Port Orange, FL — Project engineer. Kimley-Horn is providing continuous general engineering consulting services to complete a wide range of projects for the Port Orange Utilities Department. Services include wastewater treatment plant evaluations, water main extensions, financial planning assistance, wastewater treatment plant modeling, and utility master planning.

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)



50%
Availability

Tatiana Konstantis, P.E.

Technology Evaluation / Design Services / Permitting/Bidding Services

Professional Credentials

- Master of Engineering, Environmental Engineering, University of Florida
- Bachelor of Science, Materials Engineering, University of Florida
- Professional Engineer, 94830, FL

Special Qualifications

- More than five years of experience successfully delivering water and wastewater utility projects throughout Florida
- Assisted in pilot studies, treatment assessment memorandums, and expansion design of water treatment plants
- Experience in water quality and pilot data analysis

Relevant Experience

Pennbrooke Water Treatment Plant Water Quality Improvements, Leesburg, FL — Project engineer. The Pennbrooke Water Treatment Plant (WTP) is currently comprised of two raw water wells that are treated with an iron sequestrant, followed by sodium hypochlorite for disinfection. Sunshine Water Services desired to proactively improve the water quality aesthetics of their system by reducing overall iron and total hardness levels of the 1.296 million gallons per day (MGD) plant. Kimley-Horn was retained to provide procurement of a pellet softening pilot and modified design the existing treatment process to a pellet softening process. Pilot testing included coordination with the pellet softening vendor, establishment of water softening goals, analysis of pilot testing results, analysis of post treatment chemical injection chemical costs, and preparation of a pilot testing report. The design included an assessment of existing demands and rerating the capacity of the plant to 1.0 MGD, replacement of an existing 600 gallon per minute (gpm) raw water well with a new 600 gpm raw water well, the addition of two 350 gpm pellet softening reactors, post treatment chemical injection, replacement of the three existing 50,000 gallon ground storage tanks with two 0.255 MG tanks, and reconfiguration and of the existing high service pump station piping and replacement of three existing high service pumps.

James E. Anderson Reverse Osmosis Membrane Pilot Study and Replacement at RO Water Treatment Plant, Port St. Lucie, FL — Project engineer. The James E. Anderson Reverse Osmosis Water Treatment Facility has exceeded the planned useful lifespan of the existing membrane elements and are approaching 15 years of operation. The Kimley-Horn team was selected to provide the RO Membrane Study and Replacement consulting services for the WTF. In addition to the pilot testing of three membrane elements, the project includes a detailed evaluation of the RO process trains, wholistic facility assessment and energy efficiency analysis, bid solicitation and procurement of membranes and contractors for installation, as well as membrane installation oversight and testing certification. The project is anticipated to extend over the 5-year replacement schedule for the membrane elements and construction upgrades to the treatment trains.

Hydraulic Modeling, Port Orange, FL — Project engineer. Kimley-Horn provided professional engineering services for the hydraulic modeling of the water distribution system, the wastewater transmission system, and the reclaimed water distribution system. The City had a working GIS model of the City infrastructure but there was not continuity with any previous modeling efforts. This task entailed building new hydraulic models with updated infrastructure and calibrating the modeling with actual data from staff. The water system model was developed with the main water plant and several re-pumping facilities. Billing data was analyzed to developed average and peak usage rates within the City. Operational setpoints were obtained from City staff for the multiple pump stations and incorporated into the model. The model was evaluated on existing conditions and calibrated based on hydrant testing flows and pressures.

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)



40%
Availability

Colten Brickler, P.E.

Technology Evaluation / Construction Services

Professional Credentials

- Master of Science, Environmental Engineering, Florida Agriculture and Mechanical University
- Bachelor of Science, Civil and Environmental Engineering, University of Wisconsin-Platteville
- Professional Engineer, 98411, FL

Special Qualifications

- Colten has more than three years of experience involving pipeline design, permitting, master planning, modeling, and conventional wastewater treatment
- Technical engineering skills include pump stations and lift stations, pipeline design, water, sewer and reclaimed water modeling, map generation utilizing GIS software, and technical memorandum and report writing

Relevant Experience

Water Treatment Plant Facility Plan, Port Orange, FL — Project engineer. In accordance with the terms of the Master Agreement for Continuing Professional Services, Kimley-Horn was selected to provide a proposal to develop a comprehensive water treatment plant plan for the purpose of planning and prioritizing future facility and offsite improvement projects. Our services include data collection, site evaluations, wellfield analysis, improvements analysis, and report preparation. The scope of work was prepared following discussions with the City of Port Orange staff regarding the City of Port Orange Garnsey Water Treatment Plant (WTP) and three offsite storage and pump station sites. The water treatment plant site consists of three treatment trains each with a softening tank, recarbonation basin, filter, clear well, and transfer pump station. Included in this evaluation is a review of the maintenance and operations buildings, as well as the general site infrastructure. The repumping stations evaluations will include pumping systems, ground storage tanks, and site infrastructure.

Engineering Design for Septic to Sewer, Orange City, FL — Project engineer. Kimley-Horn is providing professional consulting services for the design of the septic to sewer conversion in Orange City. The project includes the design of extensions of the City wastewater collection system in the public right-of-way for approximately 7,700 feet and the conversion of approximately 125 private septic systems to the public wastewater collection system. Our services include project management and administration, preliminary engineering, design services, and permitting services.

East Master Lift Station Replacement, Port Orange, FL — Project engineer. This project includes the replacement of three existing centrifugal dry pit pumps at the City's Water Reclamation Facility East Master Lift Station. The existing pumps were replaced with three 125-horsepower screw centrifugal pumps. Additional design included evaluation of the existing system hydraulics to determine pump head conditions, modification of influent piping and valving, structural improvements, and plant-wide electrical upgrades.

Sunshine Water Services Company Force Main Replacement, Seminole County, FL — Project engineer. This project includes the replacement of the F-1, L-3, L-7, and M-7 force main. The existing 10-inch F-1 force main will be replaced by an 8-inch force main. The L-3 force main is 12- inches in diameter and will replace in kind and connect to the L-2 force main route on the southwest corner of the Wekiva Hunt Club. The L-7 force main is an 8-inch force main that will be replaced by a 6-inch force main approximately 3,400 linear feet in length that will connect to the L-6 force main. The M-7 force main is a 6-inch diameter pipe and will be replaced by a 4-inch force main spanning from Happy Valley Terrace and travels south along Bear Lake Road connecting to the Campus Loop. Tasks include route analysis, design, permitting, and bidding.

Sunshine Water Services Company Lake Groves WWTP Expansion, Lake County, FL — Project engineer. This project includes modeling future flows to the facility to design the expansion of the filters, biosolids, and headworks of the Lake Groves WWTP. The existing facility required increased capacity to sustain the anticipated growth of the Wellness Way corridor. Biosolids design included a 2-story structure to dewater and discharge solids to a dumpster delivery system and associated pipelines to interconnect the upgraded process to the existing facility.

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)



50%
Availability

Nick Black, P.E.

Design Services

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Central Florida
- Bachelor of Science, Environmental Engineering, University of Central Florida
- Professional Engineer, 84908, FL
- American Public Works Association (APWA)
- American Water Works Association (AWWA)

Special Qualifications

- 13 years of experience as a project engineer providing for water treatment system designs, utility and pump station design, hydraulic modeling, permitting, bid phase, and construction phase services
- Extensive process and pump station experience, including wastewater pumping stations, in-line booster pump stations, water storage and repump stations, stormwater pump stations, and ancillary components of pumping facilities

Relevant Experience

James E. Anderson Reverse Osmosis Membrane Pilot Study and Replacement at RO Water Treatment Plant, Port St. Lucie, FL — Project engineer. The James E. Anderson Reverse Osmosis Water Treatment Facility has exceeded the planned useful lifespan of the existing membrane elements and are approaching 15 years of operation. The Kimley-Horn team was selected to provide the RO membrane study and replacement consulting services for the WTF. In addition to the pilot testing of three membrane elements, the project includes a detailed evaluation of the RO process trains, wholistic facility assessment and energy efficiency analysis, bid solicitation and procurement of membranes and contractors for installation, as well as membrane installation oversight and testing certification. The project is anticipated to extend over the 5-year replacement schedule for the membrane elements and construction upgrades to the treatment trains.

Indian River County Department of Utility Services South Oslo Road Water Treatment Plant Rehabilitation and Expansion Project, Vero Beach, FL — Project manager, engineer of record. Indian River County owns and operates the South Oslo Road Water Treatment Plant, an 8.57 MGD nanofiltration and raw water blend facility that serves the southern portion of Indian River County. The facility is antiquated and in need of major rehabilitation and replacement work to restore reliability, efficiency, and capability of the treatment plant. This project consisted of the replacement of four 1.5-MGD NF trains with new, 1.875 MGD NF trains, modifications to the feed water piping to dedicate pump to a train, process piping replacement, chemical storage and feed system improvements, and new high service pump station to provide peak hour flow capabilities. This project also included major electrical replacement and rehabilitation work including a new power distribution panel, Automatic Transfer Switch Replacement, and conversion of existing air actuated valves to be electrically actuated. The project will result in increased treatment capacity of 9 MGD and will have additional improvements that enhance the redundancy and resiliency of the facility.

West Water Treatment Plant (WTP) Corrosion Inhibitor System, Miramar, FL — Project manager. Kimley-Horn provided design, permitting, and bidding services for the corrosion inhibitor storage and feed system at the West Water Treatment Plant. Kimley-Horn also provided construction services on this project.

Engineering Services for Water Treatment Plant Chemical System Improvements for 4-log Virus Inactivation Demonstration & Permitting, Wellington, FL — Project manager. To improve upon the existing chemical feed systems that support the Water Treatment Plant's (WTP) operation, the Village of Wellington retained Kimley-Horn to prepare a water plant schematic of components relative to demonstrating 4-log removal/inactivation, consisting of treatment components, chlorine injection points, monitoring locations, clear well, ground storage tank, high service pumps, etc.

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)



40%
Availability

Ryan Fisher, E.I.

Permitting/Bidding Services / Construction Services

Professional Credentials

- Bachelor of Science, Environmental Engineering, Clemson University
- Engineering Intern, 1100026147, FL

Relevant Experience

Risk and Resiliency Assessment/Emergency Response Plan (RRA/ERP), Oviedo, FL — Team member. The City of Oviedo was required to complete a Risk and Resiliency Assessment and subsequent Emergency Response Plan (RRA/ERP) as required by the American Water Infrastructure Act of 2018. Kimley-Horn was retained by the City to facilitate a stakeholder workshop including representatives from utilities, operations, management, engineering, public works, finance, human resources, customer service, administration, information technology, and the City's third-party SCADA contractor. The resiliency of the system was then evaluated to quantify vulnerabilities related to protection of personal information (personnel and customers), computer systems (both enterprise and process control systems), and the City's physical assets at the water treatment plant (WTP) (including wells and wellfields) out in the distribution system. Kimley-Horn conducted site visits at each asset within the system and subsequently worked with City staff to establish the more abbreviated list of critical assets. Critical assets were those identified as required for the City to meet the minimum metric of peak hour flow (maximum month), plus fire flow at a minimum pressure of 20 psi in the system.

Pennbrooke Water Treatment Plant Water Quality Improvements, Leesburg, FL — Project engineer. The Pennbrooke Water Treatment Plant (WTP) is currently comprised of two raw water wells that are treated with an iron sequestrant, followed by sodium hypochlorite for disinfection. Sunshine Water Services desired to proactively improve the water quality aesthetics of their system by reducing overall iron and total hardness levels of the 1.296 million gallons per day (MGD) plant. Kimley-Horn was retained to provide procurement of a pellet softening pilot and modified design the existing treatment process to a pellet softening process. Pilot testing included coordination with the pellet softening vendor, establishment of water softening goals, analysis of pilot testing results, analysis of post treatment chemical injection chemical costs, and preparation of a pilot testing report. The design included an assessment of existing demands and rerating the capacity of the plant to 1.0 MGD, replacement of an existing 600 gallon per minute (gpm) raw water well with a new 600 gpm raw water well, the addition of two 350 gpm pellet softening reactors, post treatment chemical injection, replacement of the three existing 50,000 gallon ground storage tanks with two 0.255 MG tanks, and reconfiguration and of the existing high service pump station piping and replacement of three existing high service pumps.

Babcock Ranch Phase 3 Water Treatment Plant Expansion Construction Phase Services, Punta Gorda, FL — Project engineer. Kimley-Horn is providing construction phase services supporting the Phase 3 expansion of the Babcock Ranch Community's Town and Country Water Treatment Plant (WTP). The Phase 3 expansion will require construction of a new reverse osmosis treatment facility on the existing treatment facility site and will consist of the following treatment components: Pre-treatment chemical addition and dosing systems; Raw water filtration; High pressure pumping units; Membrane trains; Post-treatment hydrogen sulfide removal and odor control; Clear well and finished water transfer pumps; Post-treatment chemical addition and dosing systems; Ground storage tank(s) if necessary; Clean-in-place system; SCADA instrumentation and control system; Raw water bypass ion-exchange treatment; Concentrate disposal and storage (if necessary); High service pumping station; Electrical, lighting and security; Emergency backup generator, diesel fuel storage and delivery system (if needed); Onsite civil infrastructure design including analysis of existing site planning, stormwater treatment, grading and yard piping; Landscaping. The construction phase services will include engineering and onsite construction observation of the daily construction activities. Tasks include pre-construction meeting and continued construction coordination; site visits; change orders, shop drawings and samples, and record drawings. Tasks also include start-up and close-out services, water treatment plant permitting services, and development of operation and maintenance (O&M) manuals.

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

Professional Record



Stephen E. Bailey
President

BAILEY ENGINEERING CONSULTANTS, INC.

Mr. Bailey is an electrical engineer with over 40 years of experience in designing electrical and SCADA control systems for water and wastewater treatment facilities, above and below ground distribution systems and industrial facilities. His project management responsibilities encompass preliminary and final design, cost estimating, and construction/start-up services. He participates on quality assurance/quality control teams to evaluate electrical systems' technical conformance to codes and adherence to a project's overall design scheme. He interfaces with other project consultants, as well as client and vendor representatives. Mr. Bailey is also familiar with NFPA codes and their adoption to water and wastewater system design.

Mr. Bailey is experienced in 13KV installations and in complex electrical retrofits that require a keen understanding of the construction process. He has practiced applied electrical engineering on a variety of environmental projects having been involved from concept to preliminary and final design through construction start-up. His experience involves electrical engineering for water treatment plants, wastewater treatment and disposal facilities, water reuse and irrigation systems, and instrumentation and control systems.

Experience:

Mr. Bailey was the engineer of record, in responsible charge, for all electrical design concerns for the following projects:

- Plantation Bay WWTP
  Flagler County, FL
- Palm Coast WWTP No. 2 Expansion
  Palm Coast, FL
- Regional WWTP RAS/WAS, Filters & Stage 3 Improvements
  Daytona Beach, FL
- Bay Laurel WWTP
  Bay Laurel CCD, FL
- Southwest Regional Water Reclamation Facility Expansion
  Volusia County, FL

Academic Credentials:

Bachelors of Electrical Engineering
Georgia Institute of Technology, 1983
Power and Control Theory

Professional Engineer:

Florida License # 42461

Employment Record:

1992-Present-Bailey Engineering Consultants
1986-1992 - C.E. Bailey & Associates, Inc.
1984-1986 - Advanced Micro Devices
1983-1984 - Hewlett-Packard

Principal Areas of Expertise:

Electrical and Control Design of Water and Wastewater Treatment Facilities, Pump Stations, Industrial, Environmental, Municipal and Commercial Projects

Electrical Studies, Value Engineering, and All Phases of Project Management

Professional Activities:

National Society of Professional Engineers (NSPE)
Institute of Electrical & Electronic Engineers (IEEE)
Florida Engineering Society (FES)
Florida Institute of Consulting Engineers (FICE)
National Fire Protection Association (NFPA)
Instrument Society of America (ISA)

Availability: 40%

10620 GRIFFIN ROAD, SUITE 202 • COOPER CITY, FL• 33328
PHONE: 954-448-7930 • FAX: 954-713-9959

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

Professional Record

Jay Libo-on
Engineer

BAILEY ENGINEERING CONSULTANTS, INC.



Mr. Libo-on is an electrical engineer experienced in designing power systems for water and wastewater treatment facilities, above and below ground distribution systems and industrial facilities. He has worked at Bailey Engineering Consultants for 25 years and has a keen understanding of the water treatment plant design marketplace. His electrical designing responsibilities encompass all aspects of drawing production, as well as system design.

Mr. Libo-on is experienced in electrical design. He has been involved in the electrical system design on a variety of projects. His experience includes electrical designs for water treatment plants, water reclamation facilities, water reuse projects, and lighting projects.

Experience:

Mr. Libo-on was the project manager for following projects:

- Flagler Beach WWTF BNR Improvements
  Flagler Beach, FL
- Groveland Reclaim System Improvements - Eagle Ridge Phase III (Sunshine & Sampey)
  Groveland, FL
- Gibson Place Utility WWTP Expansion
  The Villages, FL
- Bunnell Wastewater Treatment Facility Expansion
  Bunnell, FL
- East Water Treatment Plant
  Mount Dora, FL
- Dunes WWTP Expansion
  Palm Coast, FL
- Deltona North WTP
  Deltona, FL
- Southern Oaks WTP
  The Villages, FL

Academic Credentials:

Bachelors of Science, Electrical Engineering
Florida Atlantic University, 1999

Engineer Intern – Florida No. 1100006452

Employment Record:

1998-Present: Bailey Engineering Consultants

1994-1998: Leahy Document & Information Management

Principal Areas of Expertise:

Electrical and Control Design of Water and Wastewater Treatment Facilities, Pump Stations, Industrial, Environmental, Municipal and Commercial Projects

Availability: 50%

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

10620 GRIFFIN ROAD, SUITE 202 • COOPER CITY, FL• 33328
PHONE: 954-448-7930 • FAX: 954-713-9959

BRAD ALEXANDER, PSM, PE

L & S Diversified

Company Role: Vice President
Availability: 50%
Experience: 25 years, 6 years with L&S Diversified
Office Location: 489 State Road 436, Suite 117; Casselberry, FL 32707
Education: BS, Civil Engineering, University of Central Florida
Professional Registrations: Professional Surveyor and Mapper, LS6885
Professional Engineer, Florida License Number 78427
Other Relevant Qualifications: Pipeline/Manhole/Lateral Assessment and Certification Program
Advanced MOT Certification #21868
Professional Memberships: American Society of Civil Engineers
Florida Surveying and Mapping Society (FSMS)
City of Residence: Oviedo, FL

Professional Profile:
Mr. Alexander is a skilled civil engineer and surveyor. As a licensed Professional Engineer in the state of Florida, Mr. Alexander has gained most of his experience in the design of water, wastewater, and reclaimed water systems, lift-stations, site development, permitting, materials testing, and locating existing underground utilities with ground penetrating radar (GPR). Also, a licensed Professional Surveyor and Mapper (PSM) within the State of Florida, Mr. Alexander has an extensive survey background which includes boundary, topographic, ALTA/ACSM land title, condominium, as-built, Subsurface Utility Engineering, and construction surveying.

Relative Experience:

- Lift Station No. 85 Replacement Project
  City of Orlando, FL I 2018 I Subconsultant to Wright-Pierce, Inc.
- Lift Station No. 2 Replacement Project
  City of Orlando, FL I 2018 I Subconsultant to Wright-Pierce, Inc.
- Lift Station No. 49 Force Main Replacement
  City of Orlando, FL I 2018 I Subconsultant to Barnes, Ferland and Associates, Inc.
- Orange County Pump Station R/R Package 23 Improvements
  Pump Stations 3852, 3138, 3315, 3363
  Orange County, FL I 2018 I Subconsultant to Atkins North America, Inc.
- Orange County Utilities LS Rehab Package 37244
  Lift Stations 3031, 3498, 3368
  Orange County, FL I 2019 I Subconsultant to Atkins
- City of Orlando Continuing Wastewater Engineering Services – Lift Station Improvements
  Lift Stations 131, 163, 174, 178, 233
  City of Orlando I 2020 I Subconsultant to WSP
- ULift Station 139 Force Main Replacement
  City of Orlando I 2021 I Subconsultant to Ric-Man Construction Florida, Inc.
- Lift Station No. 55 Replacement Project
  City of Orlando I 2021 I Subconsultant to Wright-Pierce, Inc.
- Scott Blvd Lift Station 18 Gravity Sewer Rehabilitation
  TOHO Water Authority I 2022 I Subconsultant to Sanpik Inc.
- Continuing Wastewater Engineering Services
  Lift Stations 19, 20, 21, 22, 34, 136
  City of Orlando I 2022 I Subconsultant to Hazen and Sawyer

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

SHERRY MANOR, PSM

Company Role: President
Availability: 50%
Experience: 19 years, 14 years with L&S Diversified
Office Location: 489 State Road 436, Suite 117; Casselberry, FL 32707
Education: BS, Forensic Analysis, Chemistry Minor, University of Central Florida
Professional Registrations: Professional Surveyor and Mapper, LS6961
Professional Memberships: Florida Surveying and Mapping Society (FSMS)
City of Residence: Orlando, FL

L & S Diversified

Professional Profile:
Mrs. Manor has over 18 years of involvement in large scale boundary and topographic surveys, subdivision platting, specific purpose route surveys, right of way mapping, and construction surveying and has served as President of L&S Diversified, LLC since 2010. Mrs. Manor's responsibilities include the management and supervision of all technical staff, as well as review and quality control of all surveying and mapping work. Under Mrs. Manor's charge, L&S Diversified currently holds sub-contracts for several City and County Continuing Engineering and Surveying Services contracts and has provided professional surveying services to hundreds of private commercial, public design and construction projects. Additionally, she sets the direction of the company for continued growth and success, oversees the management team, and ensures the company's core values are followed and applied in everyday work.

Relative Experience:

- Lift Station No. 85 Replacement Project
  City of Orlando, FL I 2018 I Subconsultant to Wright-Pierce, Inc.
- Lift Station No. 2 Replacement Project
  City of Orlando, FL I 2018 I Subconsultant to Wright-Pierce, Inc.
- Lift Station No. 49 Force Main Replacement
  City of Orlando, FL I 2018 I Subconsultant to Barnes, Ferland and Associates, Inc.
- Orange County Pump Station R/R Package 23 Improvements
  Pump Stations 3852, 3138, 3315, 3363
  Orange County, FL I 2018 I Subconsultant to Atkins North America, Inc.
- Orange County Utilities LS Rehab Package 37244
  Lift Stations 3031, 3498, 3368
  Orange County, FL I 2019 I Subconsultant to Atkins
- City of Orlando Continuing Wastewater Engineering Services – Lift Station Improvements
  Lift Stations 131, 163, 174, 178, 233
  City of Orlando I 2020 I Subconsultant to WSP
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- Lift Station No. 55 Replacement Project
  City of Orlando I 2021 I Subconsultant to Wright-Pierce, Inc.
- Scott Blvd Lift Station 18 Gravity Sewer Rehabilitation
  TOHO Water Authority I 2022 I Subconsultant to SanPik Inc.
- Continuing Wastewater Engineering Services
  Lift Stations 19, 20, 21, 22, 34, 136
  City of Orlando I 2022 I Subconsultant to Hazen and Sawyer

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

TAB VI

Acceptance of Conditions



Tab VI – Acceptance of Conditions

Kimley-Horn does not have any exceptions to the general terms and conditions of the RFQ. Kimley-Horn does not have any exceptions to the insurance requirements or any other requirements listed in the RFQ.



Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

TAB VII

Documents



Tab VII – Documents

Professional Certifications/Licenses

Kimley-Horn and Associates, Inc. Licenses

State of Florida
Department of State

I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.

The document number of this corporation is 821359.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 22, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-second day of February, 2023

Secretary of State

Tracking Number: 993724051 8CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Kimley-Horn has renewed this document and is waiting to receive the new certificate

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Florida dbpr Department of Business & Professional Regulation

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- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

9:12:14 AM 2/26/2024

Licensee Information

Name:	KIMLEY-HORN & ASSOCIATES, INC. (Primary Name)
Main Address:	421 FAYETTEVILLE STREET SUITE 600 RALEIGH North Carolina 27601
County:	OUT OF STATE
License Mailing:	421 FAYETTEVILLE STREET SUITE 600 RALEIGH NC 27601
County:	OUT OF STATE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	696
Status:	Current
Licensure Date:	05/10/1977
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information
View License Complaint

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

Kimley-Horn and Associates, Inc. Staff Licenses

Ron DeSantis, Governor — Melanie S. Griffin, Secretary — FBPE Florida Board of Professional Engineers

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MCCONNELL, NICOLE ERICA
189 SOUTH ORANGE AVE
SUITE 1000
ORLANDO FL 32801

LICENSE NUMBER: PE73789
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

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STATE OF FLORIDA

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LITTRELL, LANCE ROBERT
5403 OAK TERRACE DRIVE
ORLANDO FL 32839

LICENSE NUMBER: PE65645
EXPIRATION DATE: FEBRUARY 28, 2025
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ROMANO, STEPHEN NEIL
495 PLANTATION ROAD
MERRITT ISLAND FL 32952

LICENSE NUMBER: PE57579
EXPIRATION DATE: FEBRUARY 28, 2025
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KONSTANTIS, TATIANA KRISTIN
5504 NEW CAMBRIDGE ROAD
ORLANDO FL 32810

LICENSE NUMBER: PE94830
EXPIRATION DATE: FEBRUARY 28, 2025
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STATE OF FLORIDA

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BLACK, NICHOLAS PETER OLEISKY
8055 DAMASCUS DRIVE
PALM BEACH GARDENS FL 33418

LICENSE NUMBER: PE84908
EXPIRATION DATE: FEBRUARY 28, 2025
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Florida dbpr Department of Business & Professional Regulation

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- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS — 9:36:16 AM 3/13/2024

Licensee Information

Name:	BRICKLER, COLTEN ALEXANDER (Primary Name)
Main Address:	4449 IRONSTONE CIR. ORLANDO Florida 32812
County:	ORANGE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	98411
Status:	Current,Active
Licensure Date:	03/09/2024
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Civil	03/09/2024

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

Bailey Engineering Consultants, Inc.

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Florida dbpr Department of Business & Professional Regulation

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- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS *10:11:37 AM 3/6/2023*

Licensee Information

Name:	BAILEY ENGINEERING CONSULTANTS, INC. (Primary Name)
Main Address:	10620 GRIFFIN ROAD SUITE 202 COOPER CITY Florida 33328
County:	BROWARD

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	6783
Status:	Current
Licensure Date:	12/16/1993
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information
View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. Copyright 2007-2010 State of Florida. Privacy Statement

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BAILEY, STEPHEN EDWARD

15838 E WIND CIRCLE
SUNRISE FL 33326

LICENSE NUMBER: PE42461

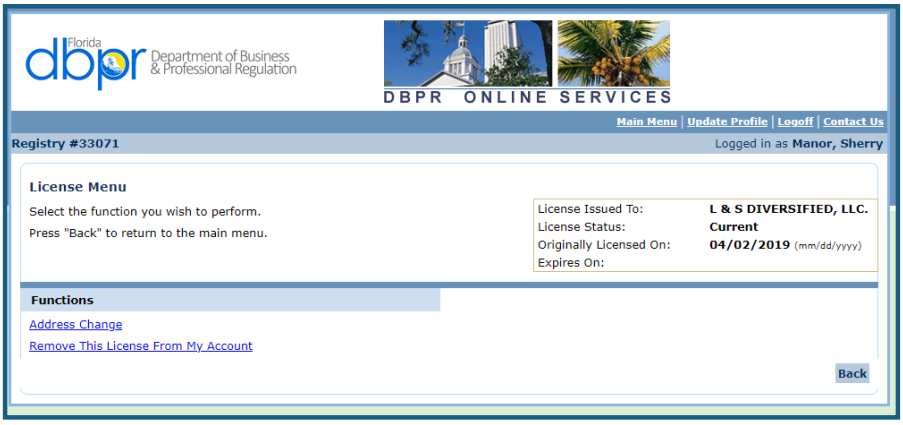
EXPIRATION DATE: FEBRUARY 28, 2025

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L&S Diversified, LLC



Florida dbpr Department of Business & Professional Regulation

DBPR ONLINE SERVICES

Main Menu | Update Profile | Logoff | Contact Us

Registry #33071 — Logged in as Manor, Sherry

License Menu

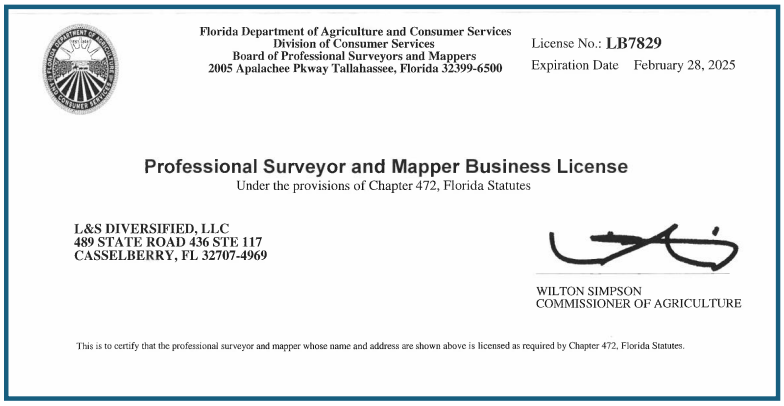
Select the function you wish to perform.
Press "Back" to return to the main menu.

License Issued To:	L & S DIVERSIFIED, LLC.
License Status:	Current
Originally Licensed On:	04/02/2019 (mm/dd/yyyy)
Expires On:	

Functions

Address Change
Remove This License From My Account

Back



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

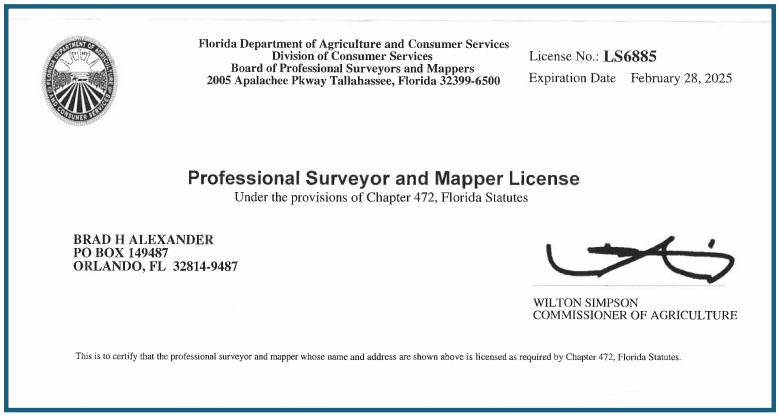
License No.: **LB7829**
Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

L&S DIVERSIFIED, LLC
489 STATE ROAD 436 STE 117
CASSELBERRY, FL 32707-4969

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

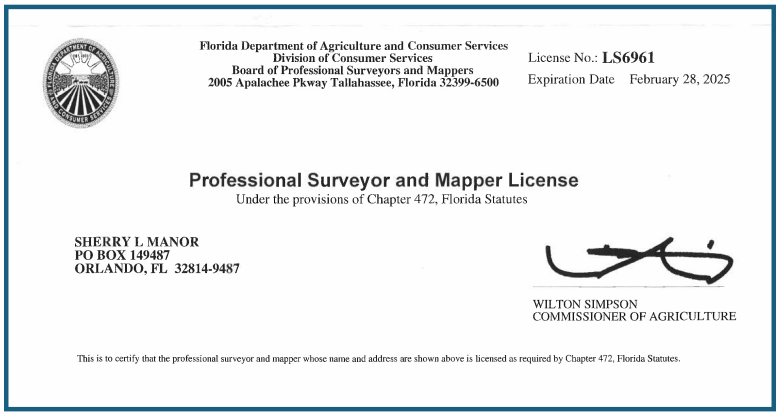
License No.: **LS6885**
Expiration Date February 28, 2025

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

BRAD H ALEXANDER
PO BOX 149487
ORLANDO, FL 32814-9487

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS6961**
Expiration Date February 28, 2025

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

SHERRY L MANOR
PO BOX 149487
ORLANDO, FL 32814-9487

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



State of Florida

Woman & Minority Business Certification

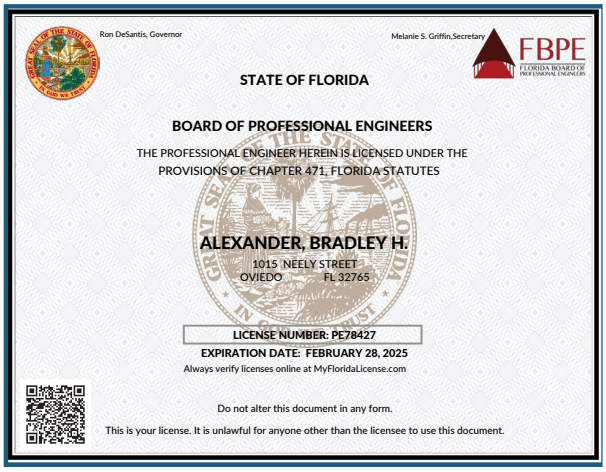
L & S Diversified, LLC.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
06/14/2023 to 06/14/2025

J. Todd Inman
Florida Department of Management Services

SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd



Ron DeSantis, Governor — Melanie S. Griffin, Secretary

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

ALEXANDER, BRADLEY H.
1015 NEELY STREET
OVIEDO FL 32765

LICENSE NUMBER: PE78427
EXPIRATION DATE: FEBRUARY 28, 2025
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TAB VIII

Required Form Submittals



PROPOSER CHECK LIST

I M P O R T A N T: **Please read carefully, sign in the spaces indicated and return with your Qualification.**
Proposer should check off each of the following items as the necessary action is completed:

☑ The standard contract/ agreement has been signed and included.

☑ All applicable forms have been signed and included

☑ All information as requested in the Proposer's Qualification Form is included.

☑ Any addenda have been signed and included.

☑ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

☑ The **mailing envelope must be sealed and marked** with Qualification Number "**RFQ 22-PW-05",** Qualification Title "**Professional Design/CEI Services For Water Utility Optimization and Resilience Improvements**" and March 14, 2024 "**@ 20:00 p.m.**".

☒ The Qualification will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Qualification cannot be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE RFQ NUMBER AND QUALIFICATION NAME ON THE OUTSIDE OF THE COURIER PACKET

Kimley-Horn and Associates, Inc.	1530 Cornerstone Boulevard, Building 1, Suite 200
Company	Address
Authorized Signature	Daytona Beach, FL 32117
	City, State, Zip Code
Lance Littrell, P.E. Vice President	386-271-0282
Printed Name & Title	Telephone No.
lance.littrell@kimley-horn.com	N/A
Email	Fax No.

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

PROFESSIONAL CONSULTANT SERVICES AGREEMENT
Professional Design/CEI Services For Water Utility Resilience Improvements Request for Qualification (RFQ #24-WA-05)

THIS AGREEMENT is made and entered into this 14 day of March, 2024, by and between Kimley-Horn and Associates, Inc., duly authorized to conduct business in the State of Florida and whose address is 1530 Cornerstone Boulevard, Daytona Beach, FL 32117, hereinafter, called "CONSULTANT" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ #24-WA-05), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be effective for five (5) years. This contract may be renewed by the City Manager for up to two (2) additional one-year periods

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Consultant:
Nicole McConnell, P.E., Associate (Name, Title)
Kimley-Horn and Associates, Inc. (Company)
1530 Cornerstone Boulevard (Address)
Daytona Beach, FL 32117 (City, State, Zip)
386.271.0274 (Phone)

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

_____

WITNESSES:

_____

_____

Attachments: A. RFQ #24-WA-05
B. Firm Response to RFQ

CITY OF HOLLY HILL

_____
Joseph Forte, City Manager

Dated: _____

FIRMS
By: _____
Lance Littrell, P.E. Vice President

Dated: 3/14/24

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of _____, 2024 under Agenda Item No. _____.

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Kimley-Horn and Associates, Inc.	1530 Cornerstone Boulevard, Building 1, Suite 200
Company	Address
Authorized Signature	Daytona Beach, FL 32117
	City, State, Zip Code
Lance Littrell, P.E. Vice President	386-271-0282
Printed Name & Title	Telephone No.
lance.littrell@kimley-horn.com	N/A
Email	Fax No.

State of Florida)
City of Daytona Beach)

SUBSCRIBED AND SWORN to before me this 14 day of March, 2024, by Lance Littrell, P.E., who is personally known to me to be the Vice President for the Firm, OR who produced the following identification: _____.

Notary Public

MYRTHA A. MCCLELLAN
Commission # HH 496297
Expires May 16, 2026

My Commission Expires: 5/16/2026

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
60%	Water Treatment Facility Plan, Port Orange, FL	$ $277,151
50%	8.0 MGD RO Water Treatment Plant Expansion, Babcock Ranch, FL	$ 2,635,000
80%	Water Treatment Plant #2, Ocala, FL	$ 4,999,483

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

Ormond Beach Continuing Contracts for Professional, Architectural, and Engineering Services

Grand Island Fuel Tank Construction Phase, Eustis, FL

Wastewater Treatment Plant No. 2 Nuvoda Pilot, Mount Dora, FL

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☑ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☑ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

$ 0 **Total Fees for work done on all City projects**

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

Kimley-Horn and its subsidiaries have provided services in all 50 states and numerous countries. Because of the many and varied projects we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. It is not practical to provide a complete list as part of this proposal. In the last five (5) years, Kimley-Horn has had more than 25,678 active projects in Florida, 32 of which had some form of litigation. Of these cases, 4 were dismissed, 21 were settled, and 7 are pending. This represents 0.1246% of all projects completed by Kimley-Horn in Florida over the past five years. None of the pending cases, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058Legal proceedings in Florida within the past five (5) years are as follows:

3315 Tower Condominium Association, Inc., v. Tower 3315, LLC, et al; 11th Judicial Circuit Court, Miami-Dade County, FL; Cause No. 2020-019825-CA-01; filed 2020; alleged economic loss; settled; closed 2021.

Acosta Tractors, Inc. v Biltmore Construction Co, Inc, et al; In the Circuit Court of the 11th Judicial Circuit of Miami-Dade, Florida; Cause No 18-020135-CA-25; filed 2018; served 2022; alleged economic loss; pending

Enrique R. Antezana, et al. v Kimley-Horn and Associates, Inc.; Applied Technical Services, LLC; and City of Miramar; 17th Judicial Circuit for Broward County, Florida; Case No. CACE23012261; filed 2023; alleged property damage; pending

Kala Gurley, as Personal Representative of the Estate of Jerry Bell, Deceased v Marriott International, Inc., et al: 9th Judicial Circuit Court, Orange County, FL; Case No. 2019CA10855O; wrongful death claim; dismissed; closed 2019.

Angela Briguglio v Palm Avenue Hospitality Holdings LLC, et al; In the Circuit Court of the 12th Judicial Circuit of Sarasota County, Florida; Cause No 2022-CA-3952-NC; filed 2022; served 2022; alleged personal injury; settled 2023

Vernon Brown v. Marriott International, Inc., et al: 9th Judicial Circuit Court, Orange County, FL; Case No. 2019CA007825O; filed 2019; personal injury claim; dismissed; closed 2019

Community Asphalt Corporation v. Wantman Group, Inc., et al; Florida Department of Transportation; 11th Judicial Circuit Court, Miami-Dade County, FL; Cause No. 2018-029816-CA-01; filed 2018; alleged economic loss; settled 2023

Cone & Graham, Inc. v. Kimley-Horn and Associates, Inc.; In the Circuit Court of Broward County, Florida; Cause No. CACE-21-014631; filed 2021; alleged economic loss; settled 2022; closed. 2022

Kathleen Conti v. Simon Property Group, Inc., et al: 15th Judicial Circuit Court Palm Beach County; Case No. 502017CA008616XXXXMB Division: AE; filed 2017; personal injury claim; settled; closed 2019.

Jennifer Curell v Florida Department of Transportation, et al; 19th Judicial Circuit in and for St. Lucie County, Florida; Cause No. 562022CA001297AXXXXHC; alleged personal injuries claimed; pending

Florida Silt and Sod, Inc. v. City of Plant City, et al: 13th Judicial Circuit Court, Hillsborough County, Florida; Case No. 22-CA-004094; filed 2022; alleged economic loss; settled 2023

Irene Gomes v. Aldi, L.L.C., et al; In the Circuit Court of the 11th Circuit, Miami-Dade County, Florida; Cause No. 2020-009878-CA-01; filed 2020; served 2022; alleged personal injuries claimed; settled 2022

Barbara Kline v. Simon Property, et al: 15th Judicial Circuit Court Palm Beach; Case No. 502019CA009926; filed 2019; served 2021; personal injury claim; settled 2022

Grande Oaks at Heathrow Association v Kolter Signature Homes, et al; 18th Judicial Circuit Court, Seminole County; Case No. 2020-CA-003188; filed 2020; alleged economic loss; settled 2023.

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

Heron Bay Community Association, Inc. vs. WCI Communities, LLC, et al; 15th Judicial Circuit Court, Broward County; Case No.: CACE16003120; filed 2016; alleged economic loss; settled; closed 2020

Jennifer Lancaster v. VCC, LLC, et al; 15th Judicial District Court of Palm Beach County, Florida; Cause No. 502019CA011526; filed 2019; served 2020; alleged personal injuries claimed; settled; closed 2021.

Adrian E. Langford v. Suffolk Construction Co., et al; 12th Judicial Circuit Court, Sarasota County, FL; Cause No. 582020CA005449XXXANC; filed 2020; served 2021; alleged personal injuries claimed; pending

Lunacon Engineering Group, Corp d/b/a Lunacon Construction Group, Corp v. City of Homestead v. Kimley-Horn and Associates, Inc., et al: 11th Judicial Circuit Court Miami-Dade County, Case No. 2017-000561-CA-01; filed 2017; alleged economic loss; settled; closed 2018.

Medline Industries, Inc. V. McShane Construction Company, LLC v. Ware Malcomb, Inc., et al.; 10th Judicial Circuit Court, Polk County, FL; Case # 2020-CA-0022790; filed 2020; alleged economic loss; settled; closed 2023

Lawrence Milder v. RT GeoSolutions Inc., et al; In the Circuit Court of the 17th Judicial District Court, in and for Broward County, Florida; Case No. 20-020512(25); filed 2020; served 2023; alleged personal injuries claimed; Kimley-Horn dismissed; closed 2023

Harris Mitchell v. Frank Anderson, et al; 15th Judicial Circuit Court, Palm Beach County, Florida; Case No. 50-2019-CA-006676; filed 2019, served 2020; alleged personal injuries claimed; settled; closed 2020

Morrison-Cobalt JV v. Kimley-Horn and Associates, Inc.; 11th Judicial Circuit in and for Miami-Dade County, Florida; Cause No. 2021-013239-CA-01; alleged economic loss; pending

Yolanda Peaslee v The City of West Palm Beach, et al; Circuit Court of the 15th Judicial Circuit, Palm Beach County, Florida; Cause No. 502021CA004964XXXXMB; personal injury claim; settled 2023

Sherri Reed v. Town Center Boca Raton Trust, et al: 15th Judicial Circuit Court Palm Beach; Case No. 21CA005161; filed 2021; personal injury claim; settled 2023

Christ Rose v. Wal-Mart Stores, Inc., et al; 17th Judicial Circuit Court, Broward County, FL; Cause No. CACE-18-027255; filed 2018; served 2020; alleged personal injuries claimed; settled; closed 2021

Sema Construction, Inc. v. City of Altamonte Springs; 18th Judicial Circuit Court, Seminole County; Case No. 2015-CA-002951-15-W; filed 2016; alleged economic loss; pending.

Esther Silberman v Town Center at Boca Raton, et al; 15th Judicial District Court of Palm Beach Co, Florida; Cause No. 50-2018-CA-009724-MB; filed 2018; served 2021; alleged personal injuries claimed; settled 2021

Kevin Sona, et al v. Stone Creek Community Association, et al; Circuit Court of the Fifth Judicial Circuit, Marion County, FL; Case # 20CA0026; filed 2020; served 2021; alleged personal injuries claimed; settled 2022

Donald Stroman, Jr. v FDOT, et al; Cause No. 2023-CA-007165-O; In the Ninth Judicial District Court of Orange County, Florida; filed 2023; alleged personal injuries claimed; pending

Terrazas Riverpark Village Condominium Association, Inc. v. Windmoor Project LLC, et al; 11th Judicial Circuit Court, Miami-Dade County, FL; Cause No. 2020-017647-CA-01; filed 2020; alleged economic loss; settled 2021

Wal-Mart Stores East, LP, et al. v. Bandes Construction Company, Inc., et al; 15th Circuit Court, Palm Beach County; Case No. 2019CA005775; filed 2019; alleged economic loss; settled; closed 2019

Leticia Zavala, as Personal Representative of the Estate of Lorenzo Zavala, Deceased v Marriott International, Inc., et al: 9th Judicial Circuit Court, Orange County, FL; Case No. 2019CA9781O; wrongful death claim; dismissed; closed 2019.

REFERENCES:

Bank(s) Maintaining Account(s): Michael Pugsley | Senior Vice President | Wells Fargo Bank, N.A. | 919-881-6469

150 Fayetteville Street, Suite 600, PO Box 3008, Raleigh, NC 27601

Surety/Underwriter: (if required)

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

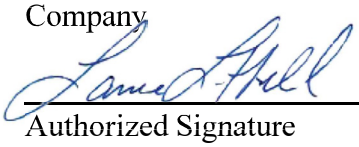
☑ Corporation/Years in Business: 57. If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____ _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Kimley-Horn and Associates, Inc. Company	1530 Cornerstone Boulevard, Building 1, Suite 200 Address
 Authorized Signature	Daytona Beach, FL 32117 City, State, Zip Code
Lance Littrell, P.E. Vice President Printed Name & Title	386-271-0282 Telephone No.
lance.littrell@kimley-horn.com Email	N/A Fax No.

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFQ NO. 24-WA-05 - "PROFESSIONAL DESIGN/CEI SERVICES FOR WATER UTILITY OPTIMIZATION AND RESILIENCE IMPROVEMENTS"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Qualification or in the contract to which this Qualification pertains, and that this Qualification is made without connection or arrangement with any other person and this Qualification is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Qualifications, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Qualification pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.065(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Qualification pertains. The Proposer states that the Qualification is based upon the Qualification documents listed in **RFQ #24-WA-05.**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 14 day of March, 20 24 in the City of Daytona Beach, in the State of Florida.

Kimley-Horn and Associates, Inc.	1530 Cornerstone Boulevard, Building 1, Suite 200
Company	Address
Authorized Signature	Daytona Beach, FL 32117
	City, State, Zip Code
Lance Littrell, P.E. Vice President	386-271-0282
Printed Name & Title	Telephone No.
lance.littrell@kimley-horn.com	N/A
Email	Fax No.

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Consultant/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant/Vendor/Consultant or anyone employed or utilized by the Consultant/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	**$** 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Consultant shall ensure that all subconsultants comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **RFQ** Number and PROFESSIONA DESIGN/CEI SERVICES FOR WATER UTILITY RESILIENCE IMPROVEMENTS.

==========

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFQ**.

Kimley-Horn and Associates, Inc.
Company

Authorized Signature

Lance Littrell, P.E. Vice President
Printed Name & Title

lance.littrell@kimley-horn.com
Email

Greyling Insurance Brokerage
Insurance Agency

Signature of Proposer's Agent

1530 Cornerstone Boulevard, Building 1, Suite 200
Address

Daytona Beach, FL 32117
City, State, Zip Code

386-271-0282
Telephone No.

N/A
Fax No.

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☑ **YES**
☐ **NO**

Kimley-Horn and Associates, Inc.	1530 Cornerstone Boulevard, Building 1, Suite 200
Company	Address
Authorized Signature	Daytona Beach, FL 32117
	City, State, Zip Code
Lance Littrell, P.E. Vice President	386-271-0282
Printed Name & Title	Telephone No.
lance.littrell@kimley-horn.com	N/A
Email	Fax No.

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Volusia

Lance Littrell, P.E., being first duly sworn, deposes and says that:

He/she is Vice President of Kimley-Horn and Associates, Inc, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Qualification and of all pertinent circumstances respecting such Qualification;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Kimley-Horn and Associates, Inc.	1530 Cornerstone Boulevard, Building 1, Suite 200
Company	Address
Authorized Signature	Daytona Beach, FL 32117
	City, State, Zip Code
Lance Littrell, P.E.	386-271-0282
Printed Name & Title	Telephone No.
lance.littrell@kimley-horn.com	N/A
Email	Fax No.

Subscribed and sworn to before me this 14 day of MARCH, 2024. PERSONALLY KNOWN

Notary

Title

MYRTHA A. MCCLELLAN
Commission # HH 496297
Expires May 16, 2026

My Commission Expires: 5/16/2026

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

ACKNOWLEDGEMENTS
RFQ #24-WA-05 Professional Design/CEI Services For
Water Utility Optimization and Resilience Improvements

To: **City of Holly Hill**
1065 Ridgewood Ave
Holly Hill, FL 32117

Kimley-Horn and Associates, Inc.
(Professional Consultant)

agrees to provide PROFESSIONAL SURVEYING SERVICES as defined in this Request for Qualifications document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Qualifier/Consultant has carefully examined the RFQ requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done. We acknowledge we have read and incorporated any information presented in all RFQ addenda as if it had been included in the initial solicitation document.

The undersigned agrees to provide the PROFESSIONAL ENGINEERING/DESIGN SERVICES called for by the RFQ documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Qualifications submittals and guarantees the future related proposals for a period not to exceed one hundred twenty (120) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFQ.

Upon award of this RFQ, the City and Qualifier/Consultant each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFQ Documents.

The RFQ Document constitutes the entire agreement between City and Qualifier/Consultant and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Qualifier/Consultant, by signing these RFQ Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFQ Document.

Qualifier/Consultant shall guarantee PROFESSIONA DESIGN/CEI SERVICES FOR WATER UTILITY OPTIMIZATION AND RESILIENCE IMPROVEMENTS within _____calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 14 **day of** March **(Month)**, 2024 **(Year)**

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

ADDENDUM NUMBER 1
RFQ 24-WA-02

PROFESSIONAL DESIGN/CEI SERVICES FOR WATER UTILITY OPTIMIZATION AND RESILIENCE IMPROVMENTS

Michele Moore, CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFQ 24-WA-02** for the above request for **PROFESSIONAL DESIGN/CEI SERVICES FOR WATER UTILITY OPTIMIZATION AND RESILIENCE IMPROVMENTS** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted RFQ or it will be declared Non-Responsive.

GENERAL

1) **RFQ 24-WA-02 Rev 1 is attached for reference.**
   Revised Pages:
   Page 15 – Changed Tab III page limit to 10 pages
   Page 16 – Changed Tab V page limit to 20 pages

QUESTIONS AND ANSWERS

1. **Page 2:** In reference to the submittal requirements for this RFQ "One (1) original, and one (1) electronic copy on a USB flash drive," is the City requesting a submission of one printed original copy in addition to one electronic copy on a USB flash drive? Response: Yes, the submittal should contain 1 hard copy original and 1 electronic USB flash drive copy.

2. **Page 15, Tab III:** For Tab III – Specialized Expertise of Team Members, the tab page limit listed in the RFQ is nine (9) pages, but the requirements under that tab add up to a ten-page limit:

   - Project team, approach and Previous Experience (four (4) pages)
   - Describe the team's previous experience in environmental consulting (One (1) page)
   - Identify the location of the firm and the team and discuss how that will affect the services required under this request (one (1) page)
   - Provide relevant client references (four (4) pages)

   Is the City requesting that all bullets located under Tab III (3) be within the nine (9) page limit as suggested by the title of that tab despite the other page limits listed? Response: Tab III has been amended to state a 10 page limit.

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

3. **Page 16, Tab V:** Tab V – Staff Qualifications, Resumes and Organizational Charts lists th "Key staff resume with qualifications should be added as a separate attachment." Is the City requesting the Consultant to submit each of its individual key staff resumes in an envelope separate from the rest of the RFQ response? Should only the Consultant's previous experience, staff qualifications, and organizational chart be included under Tab V (5)? Response: Tab V has been amended state a 20 page limit.

4. **Page 16, Tab IV:** Is it acceptable for there to be an overlap of projects between Tab III's requirement: "Provide relevant client references" and Tab IV -Customer Listing to where both tabs contain the same projects? Response: Yes

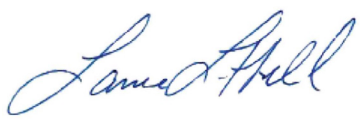
5. Page 15, Tab III: Can the following bullet points under Tab III be answered in each individual's one page resume? Or must they be answered within Tab III?: What will be the key individual's role in the project(s)?

   a. Where is are the individual located?
   b. d. What is the availability of this individual to devote time to the project.

   Response: The intent of Tab III is to generally describe "Team" approach to the questions. Tab V has been expanded to 20 pages with organizational chart. Details of individual team member qualifications and their similar roles/experience should by detailed in resumes as they contribute to this project are to be provided in Tab V.

6. In the same tab, Tab III, do points c. (How will this team work cohesively?) and e. (Envision a recommended design to construction process to shorten total improvement process time, while maintaining a sustainable and quality treatment system and why.) need to be answered for every individual/specific team, or can they be answered one time for the entire project team within Tab III? Response: Tab III was intended to be a concise summary of the "Team" approach to the questions. Individual resumes are in Tab V which has been expanded to 20 pages with organizational chart.

End Addendum # 1



Lance Littrell, P.E. Vice President

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: _____ / Lance Littrell, P.E.
(Signature) **(Print name)**

Address: 1530 Cornerstone Boulevard, Building 1, Suite 200
Daytona Beach, FL 32117

Telephone: (386) 271-0282 **Fax:** (____) N/A

Taxpayer Identification Number (TIN): 56-0885615

CORPORATION

By: _____ /
(Signature) **(Print name)**

Address: _____

Telephone: (____) _____ **Fax:** (____) _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered:
Florida

Corporate President: Steve Lefton
(Print Name)

Corporate Secretary: Richard Cook
(Print Name)

Corporate Treasurer: Tammy Flanagan
(Print Name)

CORPORATE SEAL

KIMLEY-HORN AND ASSOCIATES, INC. CORPORATE SEAL N.C.

Attest By: Richard Cook
Secretary

Signature: _____ **Date:** 3/14/24

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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

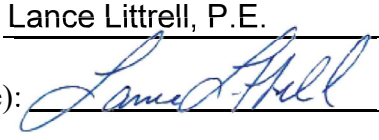
A provision that requires the Consultant to comply with public records laws, specifically to:

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 Consultant 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 Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant 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: Kimley-Horn and Associates, Inc.

Authorized representative (printed): Lance Littrell, P.E.

Authorized representative (signature): 

Project Number: **RFQ 24-WA-05** Date: 03/14/24

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subconsultant Covered Transactions

(1) The prospective subconsultant, Bailey Engineering Consultants, Inc., of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subconsultant is unable to certify to the above statement, the prospective subconsultant shall attach an explanation to this form.

SUBCONSULTANT

Bailey Engineering Consultants, Inc.
Company

Authorized Signature

Stephen E. Bailey, P.E.
Printed Name & Title

10620 Griffin Road, Suite 202
Street Address

Cooper City, FL 33328
City, State, Zip

March 12, 2024
Date

City of Holly Hill
Sub-Recipient's Name

DEM Contract Number

FEMA Project Number

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subconsultant Covered Transactions

(1) The prospective subconsultant, L&S Diversified, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subconsultant is unable to certify to the above statement, the prospective subconsultant shall attach an explanation to this form.

SUBCONSULTANT

L&S Diversified
Company

Authorized Signature

Sherry Manor, President
Printed Name & Title

489 State Road 436, Suite 117
Street Address

Casselberry, FL 32707
City, State, Zip

3/13/2024
Date

City of Holly Hill
Sub-Recipient's Name

DEM Contract Number

FEMA Project Number

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: City of Port Orange
   Address: 407 Virginia Avenue, Port Orange, FL 32127
   Point of Contact: Junos Reed, Engineering and Construction Manager
   Phone #: 386.506.5754 Email address: jureed@port-orange.org
   Service(s) Provided: Comprehensive water treatment plant plan, data collection, site evaluations, wellfield analysis, improvements analysis, and report preparation.
   Dates of Service: 2022-Ongoing

2. Name of Company: West Villages Construction, LLLP
   Address: 19503 S. West Villages Parkway, #14, Venice, FL 34293
   Point of Contact: John Luczynski, Senior Vice President
   Phone #: 941-724-4773 ext. 103 Email address: john.luczynski@mattamycorp.com
   Service(s) Provided: Preliminary design report, water treatment plant design services, construction plans, source water hydraulic modeling and water quality projections, environmental and permitting services, and raw water wellhead and main designs.
   Dates of Service: 2019-2022

3. Name of Company: Babcock Ranch Community Independent Special District
   Address: 42911 Lake Babcock Drive, Babcock Ranch, FL 33982
   Point of Contact: Matt Hermanson, P.E.
   Phone #: 239.567.5159 Email address: mhermanson@kitsonpartners.com
   Service(s) Provided: Design and permitting for treatment plant expansion, pre-treatment, post-treatment stabilization and hydrogen sulfide removal, transfer pumps, storage expansion and high service pump expansion.
   Dates of Service: 2020-Ongoing

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by Lance Littrell, P.E. Vice President
(Print Individual's Name and Title)
for Kimley-Horn and Associates, Inc.
(Print Name of Entity Submitting Sworn Statement)
whose business is 1530 Cornerstone Boulevard, Building 1, Suite 200, Daytona Beach, FL 32117

and (if applicable) its Federal Employer Identification Number (FEIN) is 56-0885615

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

__X__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this 14 day of March, 2024.

Personally known ✓ _____
(Notary)

OR produced identification _____ Notary Public State of FL

_____ My commission expires: 5/16/2026
(Type of Identification)

NOTARY PUBLIC STATE OF FLORIDA
MYRTHA A. MCCLELLAN
Commission # HH 496297
Expires May 16, 2026

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

VENDOR INFORMATION

Vendor is:
(✓) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other _____(Explain)

Federal Employer Identification Number: 56-0885615

Firm Name: Kimley-Horn and Associates, Inc.

Mailing Address: 1530 Cornerstone Boulevard, Building 1, Suite 200, Daytona Beach, FL 32117

Telephone No.: 386-271-0282 Fax No.: _____

Email Address: Nicole.McConnell@kimley-horn.com Web Address: kimley-horn.com

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: _____

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

Affidavit of E-Verify Requirements Compliance

The Consultant/Contractor agrees to comply with Section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.095, 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.

Kimley-Horn and Associates, Inc.
1530 Cornerstone Boulevard, Building 1, Suite 200
Daytona Beach, FL 32117

Consultant/Contractor Name and Address

Signature

Lance Littrell

Name and Title

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Kimley-Horn and Associates, Inc.

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

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

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

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

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

421 Fayetteville Street, Suite 600

Requester's name and address (optional)

6 City, state, and ZIP code

Raleigh, NC 27601

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

5	6	–	0	8	8	5	6	1	5

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 ▶** Tammy F. | **Date ▶** 7/1/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

Cut and use this label for Qualification Package

CITY OF HOLLY HILL
CITY CLERK
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

RFP #24-WA-05

PROFESSIONAL DESIGN/CEI SERVICES FOR WATER UTILITY OPTIMIZATION AND RESILIENCE IMPROVEMENTS

OPENING DATE/TIME:
March 14, 2024 – 2:00 PM

Attachment: Exhibit C - Kimley-Horn Water Engineering Service Proposal (2024-R-20 : Design for Water Utility Optimization)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **April 9, 2024**
FROM: **Brian Walker**
SUBJECT: **SECOND READING - 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 in Exhibit A, by Virtue of a Small-Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from Low Density Single-Family Residential to Low-Medium Density Residential; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: **2024-O-3073**
APPLICANT: **Brian Walker**
PLANNER:

INTRODUCTION

Consider an Ordinance enacting a Small-Scale Future Land Use Map Amendment from Low Density Residential (LDR) to Low-Medium Density Residential (LMDR), for approximately 2.38 acres, located on the south side of 3rd Street, approximately 1700 feet southwest of Ridgewood Avenue as described in Exhibit A. (CPA-2024-02)

BACKGROUND

In 2005, the subject property was approved for a subdivision containing 4 buildings each with 4 units, for a total of 16 units (Quadraplex). Formally known as Brentwood, it has been known as Bentley Oaks for many years. On November 28, 2006, the City Commission approved the final plat for Bentley Oaks, however, the plat was never recorded. Infrastructure, meaning water, sewer, and stormwater improvements were constructed, and curbing for the street along with sub-base and base course for the subdivision was started in 2006 and substantially completed. The property then sat inactive until 2021.

In late 2020, a developer interested in the property contacted the City regarding reactivating the Bentley Oaks project. Discussions occurred over the next couple of years, and the final product proposed is a total of 4 buildings each with 4 units, each unit having 3 bedrooms and 2.5 baths. An elevation is attached. The existing infrastructure has been cleaned, repaired and re-inspected. However, because the project's density exceeds that permitted by the current land use, the project cannot be platted and completed without an approved land use amendment.

The current land use is low-density residential. That land use allows up to 6 dwelling units per

net buildable acre. Net buildable acreage is land remaining after subtracting land used for streets, utility and drainage rights-of-way and other non-residential land areas. This project proposes a density of 6.72 units per net acre and therefore exceeds the permitted density.

The property is zoned R-4A (Zero Lot Line Single-Family Residential District) which permits quadraplexes, and a density of 7 dwelling units per acre. The project meets the permitted density for the zoning district which may explain why the land use was not changed back in the early 2000's when the property was approved. However, it is the land uses' permitted density that governs. For this reason, the applicant is requesting a land use amendment to low-medium density residential, which permits up to 10 dwelling units per net buildable acre.

If approved, the applicant will be restricted by their zoning district to 7 dwelling units per acre.

Site Information

Size of Property: The property consists of 3 parcels and is approximately 2.38 acres in size. The property will need to be platted for 4 lots.

Survey & Legal Description: (Exhibit A)

Parcel Identification Numbers: Per Property Appraiser. (**Exhibit B**)

General Location: The property is located on the south side of 3rd Street, approximately 1700 feet south west of Ridgewood Avenue. (**Exhibit C**)

Frontage: The primary frontage of the lots will be along an internally created and platted road.

Access: Street and vehicular access will be provided via 3rd Street to an internally created and platted road.

Existing Development: The property is currently vacant but contains improvements.

Future Land Use Designation: The current FLU designation is Low Density Residential and the proposed FLU designation is Low-Medium Density Residential. (**Exhibit D**)

Zoning: Current Zoning is R-4A. (Zero Lot Line Single-Family Residential District). (**Exhibit D**).

Floodplain Impacts: According to current floodplain maps, the property is almost completely flood prone. (**Exhibit E**)

Wetland Impacts: Based on aerial photos, survey, and County wetland map analysis, there are no wetlands on the subject property.

Buffers: Landscaped buffers will be provided as per code.

Required Vacates: No vacates are required.

Zoning and Land Uses

For zoning districts and future land uses that surround the subject parcel, see the attached sheet labeled "**Zoning and Land Use Table**."

The project contains single-family homes on three sides but also has commercial uses across the

street and abuts an apartment complex in the City of Daytona that is zoned multi-family residential on a parcel that allows up to 20 dwelling units an acre.

Project Analysis
The amendment has been analyzed in terms of its infrastructure impacts. For considering a change of land use, an analysis comparing the maximum development potential under each land use and available capacity is required. Impacts to traffic, potable water, waste water and solid waste have been analyzed and are summarized below.

Transportation
The proposed future land use map amendment will result in an average daily increase of 73 trips. Supporting details for the analysis are shown in the attachment titled, Trip Generation.

Water and Wastewater Demands
Water and sewer demand under each land use (current and proposed), has been calculated using the Florida Administrative Code 64E-6.008 sewer flow standards. Standard engineering practice uses sewer flows to estimate water demand.

Under the current LDR Land Use
Water and Sewer Demands Based on 14 Dwelling Units per Net Acre: 14 Units x 300 GPD = 4200 (water) and 4200 (sewer) = 8,400 GPD

Under the proposed LMDR Land Use
Water and Sewer Demands: Based on 24 Dwelling Units per Net Acre: 24 Units x 300 GPD = 7200 (water) and 7200 (sewer) = 14,400

The difference is an increase of 6,000 gallons per day.

Potable Water Capacity: The City's potable water treatment plant has a processing capacity of 2.3 MGD. The current maximum daily flow is 1.3 MGD. Therefore, the plant has sufficient capacity to accommodate the density increase permitted under the proposed future land use designation. Development will be required to connect to City water.

Sewer Capacity: The waste water treatment plant servicing this site has the capacity to service 3.0 MGD. Currently the plant services 1.85 MGD. Therefore, the plant has sufficient capacity to accommodate the increase anticipated by proposed future land use designation. Development will be required to connect to City sewer.

School Concurrency
The applicant has applied for a finding of Adequate Capacity with the School Board. This will be required prior to the amendment request going to second reading with the City Commission. For comparative purposes, a recent Finding of Adequate Capacity for another project (Anastasia Court) showed that 17 units would generate 3 students. This project proposes 16 units.

Solid Waste: The City's contracted waste hauler, Waste Pro, delivers solid waste to Volusia County's Tomoka Farms Road Landfill. This is a 3,400-acre Class 1 landfill and it is estimated to have excess capacity through 2052. The Tomoka Landfill has sufficient capacity to

accommodate the proposed FLUM designation.

Stormwater Management: The site will be developed in accordance with all Local, State and Federal regulations. Post development stormwater discharge rates and volumes will not exceed pre-development discharge rates and volumes.

Consistency with Urban Sprawl Rule

Section 163.3177(6)(a)(9)(b), Florida Statutes, states that plan amendments shall be determined to discourage the proliferation of urban sprawl. Urban sprawl is characterized by indicators such as leapfrog development, premature development, and development that does not make efficient use of urban services.

This amendment encourages in-fill development, and discourages urban sprawl.

Consistency with the Comprehensive Plan

A review of the goals, objectives and policies of the comprehensive plan was conducted to determine if the proposed amendment to the future land use map is consistent with the comprehensive plan. The proposed request is consistent with the comprehensive plan with particular note of the following policies:

Chapter 1 - Future Land Use Element

- ✓ Policy 1.1.2 - The Future Land Use Element sets a maximum development intensity for the Low-Medium Density Residential FLU at no more than 10 units per net buildable acre.

The parcel is currently vacant. Future development on the subject parcel proposes 6.72 units per net acre.

- ✓ Policy 1.1.5 requires development to be consistent with all aspects of the comprehensive plan.

The parcel is currently vacant. The proposed development is consistent with the comprehensive plan and demonstrates that there will be no decline to any established levels of service.

- ✓ Policy 1.9.1 - The City shall promote and encourage infill development on previously bypassed, vacant properties and redevelopment of underutilized properties.

Chapter 3 - Housing Element

- ✓ **Policy 1.1.1** - The City shall maintain sufficient residentially zoned land to accommodate the projected housing development with a reasonable degree of flexibility and choice in location, density, housing type and cost.

- ✓ **Policy 1.1.4 -** Land use plan amendments which increase density shall occur in areas with few environmental constraints and where adequate public infrastructure and

services exist.

- ✓ **Policy 1.3.1** - The City shall continue to encourage the use of innovative land development techniques including planned-unit-development and cluster development which could reduce land development and housing construction costs while maintaining and improving the quality of housing and neighborhoods.

- ✓ **Policy 1.7.1** - The City shall ensure, through the Land Development Regulations, the availability of safe and adequate housing units of different types, sizes and price ranges to meet the needs of all current and future residents.

Staff finds that the requested small-scale future land use map amendment is consistent with the City's Comprehensive Plan. The City has available capacity to serve the increased demand on facilities and infrastructure created by the requested amendment.

Board of Planning and Appeals Recommendation

On March 4, 2024, the Board of Planning and Appeals voted unanimously to recommend approval of the requested map amendment.

STAFF RECOMMENDATION

Adopt an Ordinance of the City of Holly Hill Florida, enacting a Small-Scale Future Land Use Map Amendment from Low Density Residential (LDR) to Low-Medium Density Residential (LMDR), totaling approximately 2.38 acres, located on the south side of 3rd Street, approximately 1700 feet south west of Ridgewood Avenue as described in Exhibit A.

ATTACHMENTS:

- Renderings (PDF)
- Exhibit A - Boundary Survey and Legal (PDF)
- Exhibit B - Parcel ID Numbers (PDF)
- Exhibit C - Location Map (PDF)
- Exibit D - Zoning and FLU Map (PDF)
- Exhibit E - Flood Map (PDF)
- Zoning and Land Use Table (PDF)
- Trip Generation (PDF)
- Application (PDF)

HISTORY:

03/26/24 City Commission APPROVED AT 1ST READING
Next: 04/09/24

Mr. Walker briefly went through his staff report for the Mayor and City Commissioners. This item is to consider an Ordinance enacting a Small-Scale Future Land Use Map Amendment from

Low Density Residential (LDR) to Low-Medium Density Residential (LMDR), for approximately 2.38 acres, located on the south side of 3rd Street, approximately 1700 feet southwest of Ridgewood Avenue. In 2005, the subject property was approved for a subdivision containing 4 buildings each with 4 units, for a total of 16 units (Quadraplex). Formally known as Brentwood, it has been known as Bentley Oaks for many years. On November 28, 2006, the City Commission approved the final plat for Bentley Oaks, however, the plat was never recorded. Infrastructure, meaning water, sewer, and stormwater improvements were constructed, and curbing for the street along with sub-base and base course for the subdivision was started in 2006 and substantially completed. The property then sat inactive until 2021. In late 2020, a developer interested in the property contacted the City regarding reactivating the Bentley Oaks project. Discussions occurred over the next couple of years, and the final product proposed is a total of 4 buildings each with 4 units, each unit having 3 bedrooms and 2.5 baths. An elevation is attached. The existing infrastructure has been cleaned, repaired and re-inspected. However, because the project's density exceeds that permitted by the current land use, the project cannot be platted and completed without an approved land use amendment. The current land use is low-density residential. That land use allows up to 6 dwelling units per net buildable acre. Net buildable acreage is land remaining after subtracting land used for streets, utility and drainage rights-of-way and other non-residential land areas. This project proposes a density of 6.72 units per net acre and therefore exceeds the permitted density. The property is zoned R-4A (Zero Lot Line Single-Family Residential District) which permits quadraplexes, and a density of 7 dwelling units per acre. The project meets the permitted density for the zoning district which may explain why the land use was not changed back in the early 2000's when the property was approved. However, it is the land uses' permitted density that governs. For this reason, the applicant is requesting a land use amendment to low-medium density residential, which permits up to 10 dwelling units per net buildable acre. If approved, the applicant will be restricted by their zoning district to 7 dwelling units per acre. The project contains single-family homes on three sides but also has commercial uses across the street and abuts an apartment complex in the City of Daytona that is zoned multi-family residential on a parcel that allows up to 20 dwelling units an acre. The amendment has been analyzed in terms of its infrastructure impacts. For considering a change of land use, an analysis comparing the maximum development potential under each land use and available capacity is required. Impacts to traffic, potable water, waste water and solid waste have been analyzed and are summarized below. The proposed future land use map amendment will result in an average daily increase of 73 trips. Supporting details for the analysis are shown in the attachment titled, Trip Generation. Water and sewer demand under each land use (current and proposed), has been calculated using the Florida Administrative Code 64E-6.008 sewer flow standards. Standard engineering practice uses sewer flows to estimate water demand. Mr. Walker stated under the current LDR Land Use water and sewer demands are based on 14 Dwelling Units per Net Acre: 14 Units x 300 GPD = 4200 (water) and 4200 (sewer) = 8,400 GPD, however, under the proposed LMDR Land Use the water and sewer demands: Based on 24 Dwelling Units per Net Acre: 24 Units x 300 GPD = 7200 (water) and 7200 (sewer) = 14,400. The difference is an increase of 6,000 gallons per day. Potable Water Capacity: The City's potable water treatment plant has a processing capacity of 2.3 MGD. The current maximum daily flow is 1.3 MGD. Therefore, the plant has sufficient capacity to accommodate the density increase permitted under the proposed future land use designation. Development will be required to connect to City water. Sewer Capacity: The waste water treatment plant servicing this site has the capacity to service 3.0 MGD. Currently the plant services 1.85 MGD. Therefore, the plant has sufficient capacity to accommodate the increase anticipated by proposed future land

use designation. Development will be required to connect to City sewer. Mr. Walker explained the school concurrency, solid waste, stormwater management, consistency with the Urban Sprawl Rule, consistency with the Comprehensive Plan as described in the agenda packet. Staff finds that the requested small-scale future land use map amendment is consistent with the City's Comprehensive Plan. The City has available capacity to serve the increased demand on facilities and infrastructure created by the requested amendment. The Board of Planning and Appeals unanimously recommend approval of the requested map amendment. Mr. Walker stated it is staff's recommendation to adopt an Ordinance of the City of Holly Hill Florida, enacting a Small-Scale Future Land Use Map Amendment from Low Density Residential (LDR) to Low-Medium Density Residential (LMDR), totaling approximately 2.38 acres, located on the south side of 3rd Street, approximately 1700 feet south west of Ridgewood Avenue.

There was some discussion amongst the Mayor, City Commissioners, and staff at this time.

Mayor Via asked Attorney Simpson a question. Don't the owners of these property now own the right to develop this since it was given to them in the early 2000s to develop it as they proposed?

Attorney Simpson stated the one thing I'd say is that any development order we issue has to be consistent with our Comprehensive Plan and the Comprehensive Plan is the overriding planning document so we can't do anything that is inconsistent with our Comprehensive Plan. Now I can't answer to you how a rezoning occurred. Apparently that was inconsistent with our Comprehensive Plan, so arguably, it was probably not valid when it was done because it was inconsistent with our Comprehensive Plan. What we're doing now is amending our Comprehensive Plan, so what was done 20 years ago or however long ago it was, is consistent with our Comprehensive Plan today. For them to come and say they had a right to it, the problem is what they would be asserting a right to is inconsistent with our Comprehensive Plan today and apparently, inconsistent with our Comprehensive Plan back then.

Mayor Via stated he just feels like that would open up a whole can of worms and that's the point, in a way our hands are tied on this and it's the right thing to do when that Commission gave that property that right back in the early 2000s. That was just his broader point and he just wanted to make sure that he had that on record.

Mayor Via opened public participation. No one spoke.

Timothy J. Boehliein, PE., with JBPro agent from Gainsville for the owner introduced himself and said that he was there to answer any questions the Mayor or City Commissioners may have.

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

Ordinance No. 2024-3073

SECOND READING - 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 IN EXHIBIT A, BY VIRTUE OF A SMALL-SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM LOW DENSITY SINGLE-FAMILY RESIDENTIAL TO LOW-MEDIUM DENSITY RESIDENTIAL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED IN EXHIBIT A, BY VIRTUE OF A SMALL-SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM LOW DENSITY SINGLE-FAMILY RESIDENTIAL TO LOW-MEDIUM DENSITY RESIDENTIAL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission has reviewed the future land use designation for the parcel described in Exhibit A and determined that it is necessary to amend its Future Land Use Map as herein provided in order to more effectively implement its adopted comprehensive plan.

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

SECTION 1. The Future Land Use Map for the City of Holly Hill, is hereby amended to designate the parcels identified in Exhibit A, as Low-Medium Density Residential.

SECTION 2. The City Manager is authorized and directed to submit the proposed amendment to the Florida Department of Commerce and Volusia Growth Management Commission.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 4. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 5. The proposed amendment will not become final until thirty-one (31) days following adoption by the City Commission unless a challenge is filed per 163.3187(5) Fla. Stat. If a timely challenge is filed, the amendment will not become effective until the State Land Planning Agency issues a final order determining that the amendment is in compliance. In any event, the amendment shall not become effective until certification of consistency is provided by the Volusia Growth Management Commission and approval is noticed by the Florida Department of Commerce.

APPROVED AND AUTHENTICATED on this 9th day of APRIL, 2024 for second and final reading.

ATTACHMENT "A"

A PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION 37, TOWNSHIP-15-SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A FOUND 1/2 INCH IRON ROD (NO ID) MARKING THE SOUTHWEST CORNER OF LOT 6 OF THE MAP OF HENRY E. CLIFTON PROPERTY, HOLLY HILL AS PER MAP OR PLAT THERE OF RECORDED IN MAP BOOK 9, PAGE 68 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND RUN THENCE NORTH 25 DEGREES 49 MINUTES 47 SECONDS WEST ALONG THE WESTERLY BOUNDARY OF SAID LOT 6 A DISTANCE OF 438.26 FEET TO A FOUND 4" X 4" CONCRETE MONUMENT (LB#7129/PSM#5095) MARKING THE INTERSECTION OF SAID WESTERLY BOUNDARY WITH THE SOUTHERLY RIGHT OF WAY BOUNDARY OF 3RD ST; THENCE N 64 DEGREES 13 MINUTES 59 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY BOUNDARY A DISTANCE OF 237.43 FEET TO A FOUND 4" X 4" CONCRETE MONUMENT (LB#7129/PSM#5095) MARKING THE INTERSECTION OF SAID RIGHT OF WAY BOUNDARY WITH THE EASTERLY BOUNDARY OF THE WEST 48 FEET OF LOT 3 OF THE AFORESAID MAP OF HENRY E. CLIFTON PROPERTY, HOLLY HILL; THENCE LEAVING SAID RIGHT OF WAY BOUNDARY RUN SOUTH 25 DEGREES 43 MINUTES 09 SECONDS EAST ALONG EASTERLY BOUNDARY OF THE WEST 48 FEET OF LOT 3 A DISTANCE OF 437.93 FEET TO A FOUND 4"X4" CONCRETE MONUMENT(NO ID) MARKING THE SOUTHEAST CORNER OF SAID WEST 48 FEET OF LOT 3; THENCE SOUTH 64 DEGREES 09 MINUTES 09 SECONDS WEST ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 3 AND THE SOUTHERLY BOUNDARY OF LOTS 4, 5, AND 6 OF SAID MAP OF HENRY E. CLIFTON PROPERTY, HOLLY HILL A DISTANCE OF 236.59 FEET TO THE POINT OF BEGINNING.

Renderings – Page 1 of 2





Attachment: Renderings (2024-O-3073 : Bentley Oaks CPA)

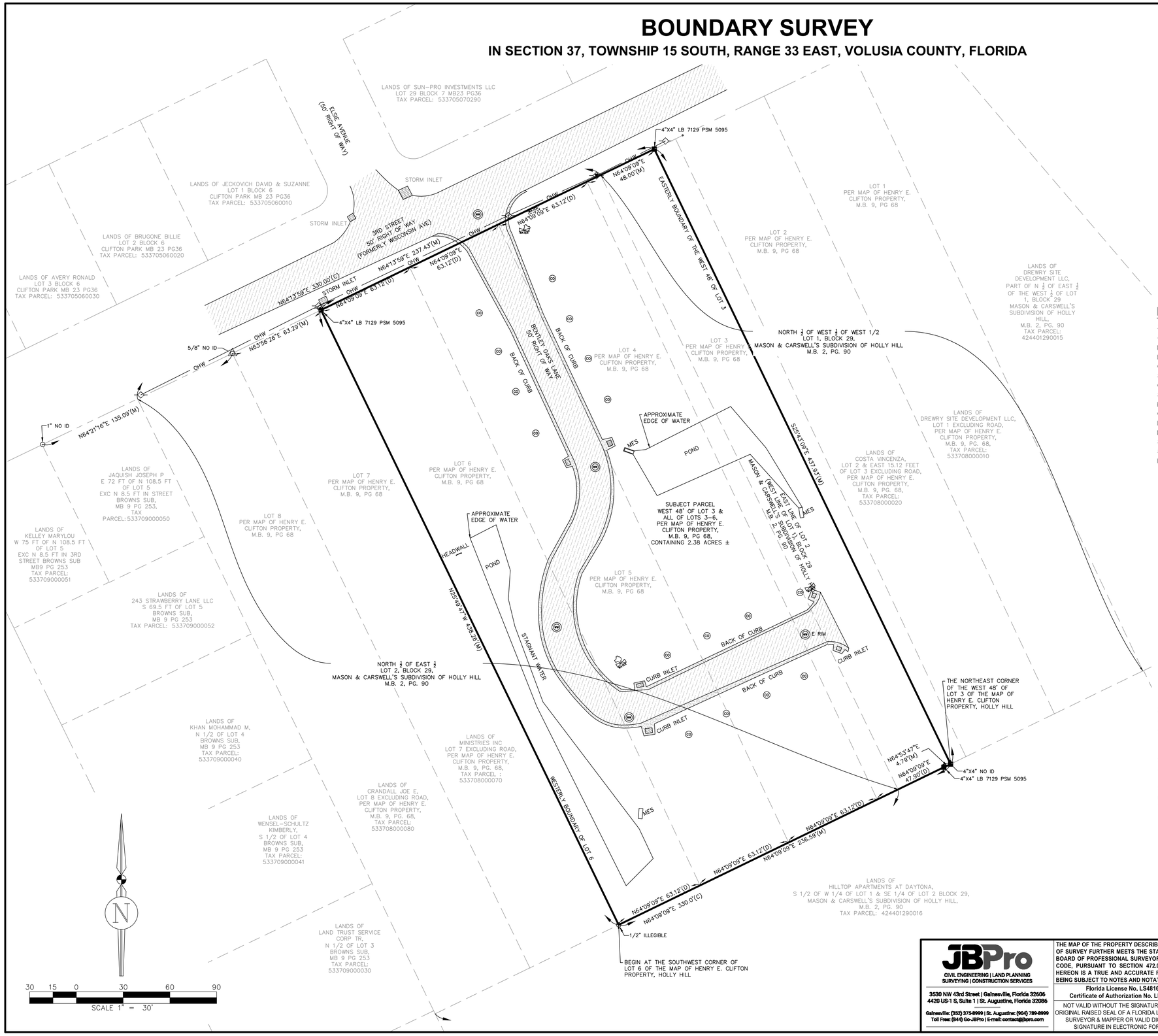




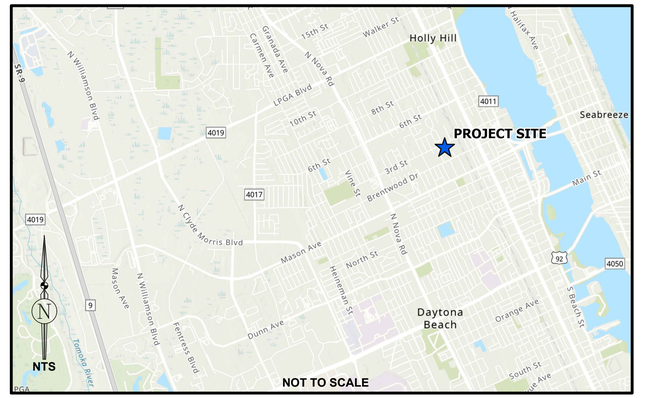
Attachment: Renderings (2024-O-3073 : Bentley Oaks CPA)

BOUNDARY SURVEY

IN SECTION 37, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA



LOCATION MAP



DESCRIPTION - BY THIS FIRM

A PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION 37, TOWNSHIP-15-SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A FOUND 1/2 INCH IRON ROD (NO ID) MARKING THE SOUTHWEST CORNER OF LOT 6 OF THE MAP OF HENRY E. CLIFTON PROPERTY, HOLLY HILL AS PER MAP OR PLAT THERE OF RECORDED IN MAP BOOK 9, PAGE 68 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND RUN THENCE NORTH 25 DEGREES 49 MINUTES 47 SECONDS WEST ALONG THE WESTERLY BOUNDARY OF SAID LOT 6 A DISTANCE OF 438.26 FEET TO A FOUND 4" X 4" CONCRETE MONUMENT (LB#7129/PSM#5095) MARKING THE INTERSECTION OF SAID WESTERLY BOUNDARY WITH THE SOUTHERLY RIGHT OF WAY BOUNDARY OF 3RD ST; THENCE N 64 DEGREES 13 MINUTES 59 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY BOUNDARY A DISTANCE OF 237.43 FEET TO A FOUND 4" X 4" CONCRETE MONUMENT (LB#7129/PSM#5095) MARKING THE INTERSECTION OF SAID RIGHT OF WAY BOUNDARY WITH THE EASTERLY BOUNDARY OF THE WEST 48 FEET OF LOT 3 OF THE AFORESAID MAP OF HENRY E. CLIFTON PROPERTY, HOLLY HILL; THENCE LEAVING SAID RIGHT OF WAY BOUNDARY RUN SOUTH 25 DEGREES 43 MINUTES 09 SECONDS EAST ALONG EASTERLY BOUNDARY OF THE WEST 48 FEET OF LOT 3 A DISTANCE OF 437.93 FEET TO A FOUND 4"X4" CONCRETE MONUMENT(NO ID) MARKING THE SOUTHEAST CORNER OF SAID WEST 48 FEET OF LOT 3; THENCE SOUTH 64 DEGREES 09 MINUTES 09 SECONDS WEST ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 3 AND THE SOUTHERLY BOUNDARY OF LOTS 4, 5, AND 6 OF SAID MAP OF HENRY E. CLIFTON PROPERTY, HOLLY HILL A DISTANCE OF 236.59 FEET TO THE POINT OF BEGINNING.

ABBREVIATIONS

(P) = PLAT
(D) = DEED
(M) = MEASURED
ELEV = ELEVATION
ID = IDENTIFICATION
JBPRO = JBROWN PROFESSIONAL GROUP
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
P.B. = PLAT BOOK
O.R.B. = OFFICIAL RECORDS BOOK
MES = MITERED END SECTION
PG. = PAGE
PRM = PERMANENT REFERENCE MONUMENT
PLS = PROFESSIONAL LAND SURVEYOR

SYMBOL LEGEND

BOUNDARY LINE
TAX PARCEL LINE
RIGHT-OF-WAY LINE
RIGHT-OF-WAY CENTERLINE
OHW — OVERHEAD WIRE
CONCRETE MONUMENT
IRON ROD - CAPPED
NAIL AND DISK
PIPE
WASTEWATER MANHOLE
CLEANOUT
WATER VALVE COVER
WATER METER
FIRE HYDRANT
POWER POLE
POWER POLE WITH TRANSFORMER
ASPHALT SURFACE
CONCRETE SURFACE

SURVEYOR'S NOTES

1. BEARINGS ARE BASED ON THE SOUTHEAST LINE OF THE SUBJECT PARCEL BEING N64°09'09"E.
2. STATE PLANE COORDINATES ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT AND BASED ON MULTIPLE GPS OBSERVATIONS REFERENCING THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (FPRN).
3. THIS SURVEY IS BASED ON MEASUREMENTS CONDUCTED ON 5/26/2022.
4. NO UNDERGROUND UTILITIES WERE LOCATED IN THE COURSE OF THIS SURVEY. UNDERGROUND UTILITY LINE LOCATIONS ARE APPROXIMATE.
5. ADDITIONAL ENCUMBRANCES MAY AFFECT THE SUBJECT PARCEL THAT DO NOT APPEAR ON THIS MAP.
6. REPRODUCED COPIES THAT ARE NOT AT 24"X36" MAY NOT BE TO SCALE.
7. CORNER MARKERS SHOWN HEREON WERE FOUND DURING THE COURSE OF THIS SURVEY UNLESS OTHERWISE NOTED.

475 3RD STREET
HOLLY HILL, FL 32117

JBPro
CIVIL ENGINEERING | LAND PLANNING
SURVEYING | CONSTRUCTION SERVICES
3530 NW 43rd Street | Gainesville, Florida 32606
4420 US-1 S, Suite 1 | St. Augustine, Florida 32086
Gainesville: (352) 373-9999 | St. Augustine: (904) 799-8999
Toll Free: (844) Go-JBPro | E-mail: contact@jbpro.com

THE MAP OF THE PROPERTY DESCRIBED HEREON WAS MADE UNDER MY SUPERVISION AND THIS MAP OF SURVEY FURTHER MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THE MAP OF SURVEY SHOWN HEREON IS A TRUE AND ACCURATE REPRESENTATION THEREOF TO THE BEST OF MY KNOWLEDGE, BELIEF SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

Florida License No. LS4816
Certificate of Authorization No. LB8031

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER OR VALID DIGITAL SIGNATURE IN ELECTRONIC FORM

Richard L White — Digitally signed by Richard L White
DN: cn=Richard L White, c=US, o=Florida, email=rlw2ard.white@jbpro.com
Date: 2023.03.17 10:54:44 -05'00'

Richard L. White, PLS
Professional Land Surveyor

BOUNDARY SURVEY

CERTIFIED TO:
1. BENTLEY OAKS AT HOLLY HILL, LLC

Scale:	1"=30'
Proj. No.:	489-22-06
Drawn:	L. Roberts
Checked:	R. WHITE
Dwg. Name:	489-22-06
Dwg. Date:	11/7/2022
Field Book:	30
Pages:	65
Sheet:	1 of 1

Attachment: Exhibit A - Boundary Survey and Legal (2024-O-3073 : Bentley Oaks CPA)

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3471032 | **Parcel ID: 533708000060**
BENTLEY OAKS AT HOLLY HILL LLC | **475 3RD ST, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3471032
Parcel ID:	533708000060
Township-Range-Section:	15 - 33 - 37
Subdivision-Block-Lot:	08 - 00 - 0060
Owner(s):	BENTLEY OAKS AT HOLLY HILL LLC - FS - Fee Simple - 100%
Mailing Address On File:	650 FERN LAKE DR ORLANDO FL 32825
Physical Address:	475 3RD ST, HOLLY HILL 32117
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2023 Final Millage Rate:	18.223
Neighborhood:	2102
Subdivision Name:	CLIFTON
Homestead Property:	No

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3471024 | **Parcel ID: 533708000040**
BENTLEY OAKS AT HOLLY HILL LLC | **471 3RD ST, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3471024
Parcel ID:	533708000040
Township-Range-Section:	15 - 33 - 37
Subdivision-Block-Lot:	08 - 00 - 0040
Owner(s):	BENTLEY OAKS AT HOLLY HILL LLC - FS - Fee Simple - 100%
Mailing Address On File:	650 FERN LAKE DR ORLANDO FL 32825
Physical Address:	471 3RD ST, HOLLY HILL 32117
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2023 Final Millage Rate:	18.223
Neighborhood:	2102
Subdivision Name:	CLIFTON
Homestead Property:	No

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3471016 | **Parcel ID: 533708000030**
BENTLEY OAKS AT HOLLY HILL LLC | **3RD ST, DAYTONA BEACH, FL**

Parcel Summary

Alternate Key:	3471016
Parcel ID:	533708000030
Township-Range-Section:	15 - 33 - 37
Subdivision-Block-Lot:	08 - 00 - 0030
Owner(s):	BENTLEY OAKS AT HOLLY HILL LLC - FS - Fee Simple - 100%
Mailing Address On File:	650 FERN LAKE DR ORLANDO FL 32825
Physical Address:	3RD ST, DAYTONA BEACH 32117
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2023 Final Millage Rate:	18.223
Neighborhood:	2102
Subdivision Name:	CLIFTON
Homestead Property:	No

Attachment: Exhibit B - Parcel ID Numbers (2024-O-3073 : Bentley Oaks CPA)



Attachment: Exhibit C - Location Map (2024-O-3073 : Bentley Oaks CPA)

Zoning is R-4A is **Zero Lot Line Single-Family Residential District**



Future Land Use is currently **Low Density Residential Development**



Attachment: Exibit D - Zoning and FLU Map (2024-O-3073 : Bentley Oaks CPA)



Attachment: Exhibit E - Flood Map (2024-O-3073 : Bentley Oaks CPA)

Zoning and Land Use Table

Bentley Oaks - Quadraplexes

	Existing Development	Future Land Use Designation	Zoning Classification
Site	**Vacant Land with infrastructure improvements**		
North	**Residential Development and Whole Company (Gorman)**	**Low Density Single-Family Residential and Wholesale and Industrial**	**R-3 (Residential) and CC-1 Commercial**
South	**Apartments (The Point Daytona)**	**Daytona Beach - Level 2 Residential (allows 20 dwelling units an acre)**	**Multi-family residential**
East	**Residential Development**	**Low Density Single-Family Residential**	**R-5 (Two-Family Residential)**
West	**Residential Development**	**Low Density Single-Family Residential**	**R-5 (Two-Family Residential)**

Attachment: Zoning and Land Use Table (2024-O-3073 : Bentley Oaks CPA)

Gainesville
3530 NW 43rd Street
Gainesville, FL 32606

St. Augustine
4420 US-1 S, Suite 1
St. Augustine, FL 32086

jbpro.com
(844) Go-JBPro
contact@jbpro.com

Trip Generation Data

(02-23-24)

Bentley Oaks Townhomes (Maximum Land Use)

I. General Information:

Proposed:	A. Type of Development:	Residential Multi-Family Attached Housing
	B. Units:	24 dwelling Units (Maximum allowed per land use)
	C. ITE Code:	220
	D. ITE Code Type:	Multi-Family Housing (Low-Rise)
Existing:	No Existing Development	

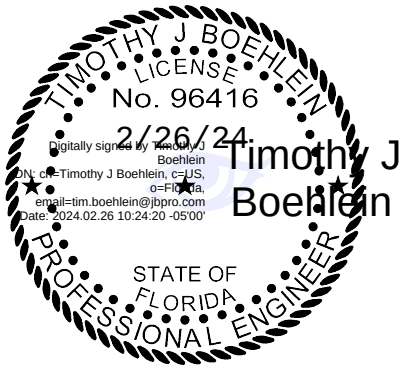
II. Proposed Trip Generation:

A. Daily Trips	=	7.32	Trips x 24 units	= 175.68 Trips =	**176 Trips**
B. AM Peak Hour	=	0.56	Trips x 24 units	= 13.44 Trips =	**14 Trips**
C. PM Peak Hour	=	0.67	Trips x 24 units	= 16.08 Trips =	**16 Trips**

III. Source: ITE Trip Generation Manual, 10th Edition

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY TIMOTHY J. BOEHLEIN, PE
ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED, AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



Attachment: Trip Generation (2024-O-3073 : Bentley Oaks CPA)

Gainesville
3530 NW 43rd Street
Gainesville, FL 32606
St. Augustine
4420 US-1 S, Suite 1
St. Augustine, FL 32086
jbpro.com
(844) Go-JBPro
contact@jbpro.com

Trip Generation Data

(02-23-24)

Bentley Oaks Townhomes (Minimum Land Use)

I. General Information:

Proposed:
A. Type of Development: Residential Multi-Family Attached Housing
B. Units: 14 dwelling Units (Minimum allowed per land use)
C. ITE Code: 220
D. ITE Code Type: Multi-Family Housing (Low-Rise)

Existing: No Existing Development

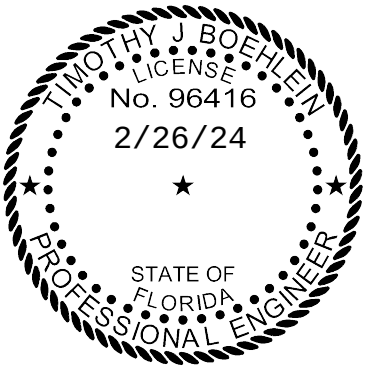
II. Proposed Trip Generation:

A. Daily Trips = 7.32 Trips x 14 units = 102.48 Trips = **103 Trips**
B. AM Peak Hour = 0.56 Trips x 14 units = 7.84 Trips = **8 Trips**
C. PM Peak Hour = 0.67 Trips x 14 units = 9.38 Trips = **10 Trips**

III. Source: ITE Trip Generation Manual, 10th Edition

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Attachment: Trip Generation (2024-O-3073 : Bentley Oaks CPA)

Gainesville
3530 NW 43rd Street
Gainesville, FL 32606

St. Augustine
4420 US-1 S, Suite 1
St. Augustine, FL 32086

jbpro.com
(844) Go-JBPro
contact@jbpro.com

Trip Generation Data

(02-20-24)

Bentley Oaks Townhomes

I. General Information:

Proposed:	A. Type of Development:	Residential Multi-Family Attached Housing
	B. Units:	16 dwelling Units
	C. ITE Code:	220
	D. ITE Code Type:	Multi-Family Housing (Low-Rise)
Existing:	No Existing Development	

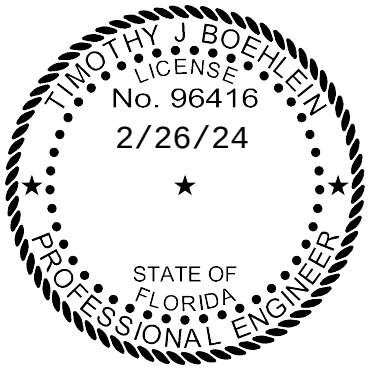
II. Proposed Trip Generation:

A. Daily Trips = 7.32 Trips x 16 units = 117.12 Trips = **118 Trips**
B. AM Peak Hour = 0.56 Trips x 16 units = 8.96 Trips = **9 Trips**
C. PM Peak Hour = 0.67 Trips x 16 units = 10.72 Trips = **11 Trips**

III. Source: ITE Trip Generation Manual, 10th Edition

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY TIMOTHY J. BOEHLEIN, PE ON THE DATE ADJACENT TO THE SEAL.

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Attachment: Trip Generation (2024-O-3073 : Bentley Oaks CPA)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

01/2023

REZONE/ FUTURE LAND USE AMENDMENT

Date Received:_____ Application ID:_____ Submitted By:_____

PROJECT INFORMATION:

PROJECT NAME: Bentley Oaks Townhomes
PARCEL ID #(S): 5337-08-00-0060
LOCATION: 281 Bentley Oaks Ln, Holly Hill, FL 32117
EXISTING USE(S): Vacant Land
PROPOSED USE(S): Townhomes
TOTAL ACREAGE: 2.38 ac
WATER PROVIDER: Holly Hill
SEWER PROVIDER: Holly Hill
PRIVATE WELL N/A
PRIVATE SEPTIC N/A
CURRENT ZONING: R4-A
PROPOSED ZONING: R4-A
CURRENT FUTURE LAND USE: Low Density Single Family Residential
PROPOSED FUTURE LAND USE: Medium Density Residential

APPLICANT INFORMATION:

Name: Timothy J. Boehlein, PE
E-Mail: tim.boehlein@jbpro.com
Address: 3530 NW 43rd Street, Gainesville FL 32606
Phone: 352-375-8999
Company: JBPro
Fax: _____

☐ Owner ☒ Agent for Owner ☐ Attorney for Owner

OWNER INFORMATION:

Name: Perry Kemp
E-Mail: perry@carlukedevelopment.com
Address: 650 Fern Lake Dr, Orlando, FL 32825
Phone: 407-553-2724
Fax: _____

CONSULTANT INFORMATION:

Name: _____
E-Mail: _____
Address: _____
Phone: _____
Company: _____
Fax: _____

Attachment: Application (2024-O-3073 : Bentley Oaks CPA)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org 01/2023

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

_X_ APPLICANT _____ OWNER _____ CONSULTANT

APPLICATION TYPE(S)/FEE(S)*

LAND USE AMENDMENT

- ☐ LARGE SCALE FUTURE LAND USE AMENDMENT (>10 ACRES) $3,000.00
- ☒ SMALL SCALE FUTURE LAND USE AMENDMENT (≤10 ACRES) $2,000.00

REZONE (NON-PD)

- ☐ STRAIGHT REZONE / LDR TEXT AMENDMENT $1,400

REZONE (PD)

- ☐ PD REZONE $2,000
- ☐ MAJOR AMENDMENT TO EXISTING PD $1,250
- ☐ MINOR AMENDMENT TO EXISTING PD $400 (This does not include changes in uses items such or density but means minor changes such as layout and landscaping that do not affect the overall intent or "spirit" of the PD.

***THERE MAY BE ADDITIONAL PASS-THROUGH FEES FOR REVIEWS DONE BY REVIEWERS OUTSIDE OF THIS AGENCY. ALL FEES ARE DUE AT THE TIME OF APPLICATION SUBMITTAL.**

ATTACHMENT CHECKLIST

REQUIRED SUBMITTALS

- ☒ COPY OF PRE-APPLICATION COMMENTS. IF YOU HAVE NOT HAD A PRE-APPLICATION MEETING TO DISCUSS THIS PROJECT PLEASE CONTACT THE CITY PLANNER TO ARRANGE AN APPOINTMENT AT 386-248-9424. (Held on 2/14/2022 + phone call on 7/10/23 w/ Brian Walker)
- ☒ ELECTRONIC COPY OF ALL ITEMS SUBMITTED
- ☒ APPLICATION AND FEE
- ☒ PROOF THAT TAXES ARE CURRENT
- ☒ PROPERTY APPRAISER'S PROPERTY INFORMATION PRINTOUT
- ☒ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION MAY REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☒ OWNER'S AUTHORIZATION FORM, IF APPLICABLE (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☒ 2 CURRENT SIGNED AND SEALED BOUNDARY SURVEYS
- ☒ LEGAL DESCRIPTION IN MS WORD FORMAT (EMAIL THIS TO THE CITY PLANNER)
- ☒ SCHOOL CAPACITY REVIEW – *IF PROPOSING OVER 10 RESIDENTIAL UNITS* (*CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)*

Attachment: Application (2024-O-3073 : Bentley Oaks CPA)

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- ☐ TRAFFIC IMPACT ANALYSIS FOR PROJECTS GENERATING OVER 1000 TRIPS PER DAY ACCORDING TO RATES PUBLISHED BY THE INSTITUTE OF TRANSPORTATION ENGINEERS "TRIP GENERATION MANUAL" (LATEST EDITION)
- ☐ DRAFT DEVELOPMENT ORDER IN MS WORD FORMAT (*PD REZONE ONLY – CONTACT THE CITY PLANNER)*
- ☐ PRELIMINARY DEVELOPMENT PLAN (***PD REZONE ONLY*** - *SEE CODE SEC. 114-771*)
- ☐ **REZONES ONLY**: ANSWER THE 8 QUESTIONS ATTACHED ON THE REZONING REQUIREMENTS SHEET
- ☒ **COMPREHENSIVE PLAN AMENDMENTS ONLY**: Provide a **Facility Demand Comparison**. For example, for the existing Future Land Use designation, show the demands on the city's infrastructure at the highest intensity, and for the proposed Future Land Use, show what the demands would be at the highest intensity. Show this information for the following facilities:
  - Potable Water
  - Sanitary Sewer
  - Stormwater
  - Transportation (Use current year ITE Trip Generation Rates–Provide PM Peak Hour and Avg Daily)
  - Solid Waste Collection
  - School (Residential Only)
- ☒ **COMPREHENSIVE PLAN AMENDMENTS ONLY**: Provide a **Demonstration of Capacity**: Show that there is capacity and ability to meet increased demands on facilities. The city's public works department can assist in providing information regarding potable water, sanitary sewer and solid waste.

Applicant's Signature: _____ 12/06/2023
(Signature) ***(Date)***

Timothy J. Boehlein
(Print)

Applications must be complete to initiate the review process. For questions please contact the City Planner at (386) 248-9424, fax (386) 248-9498 or email at bwalker@hollyhillfl.org

Attachment: Application (2024-O-3073 : Bentley Oaks CPA)

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CITY OF HOLLY HILL APPLICANT AUTHORIZATION FORM

(ORIGINAL ONLY)

An authorized applicant is:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, Perry Kemp, the owner of record for the following described property (Legal Description or Tax/Parcel ID Number) 5337-08-00-0060 hereby affirm that Timothy J. Boehlein, PE (JBPro) is hereby designated to act as my authorized agent for the filing of the attached application and make binding statements and commitments regarding the request for a:

☐ Arbor Permit ☐ Special Exception ☐ Variance ☐ Development Plan ☐ Special Event Permit ☐ Vacate

☐ Sign ☒ Rezone/Comp Plan Amendment ☐ Other _____

I certify that I have examined the attached application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of City of Holly Hill, Florida and are not returnable.

6th December 2023
Date

Perry Adderson Kemp
Owner's Signature

Perry Kemp
Owner's Name

STATE OF ~~FLORIDA~~ Texas
COUNTY OF Travis

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☑ online notarization, this 6th day of December, 2023, by Perry Adderson Kemp, who is personally known to me or produced DRIVER LICENSE as identification and did / did not take an oath.

Lesly Denise Rascoe
ID NUMBER
133981440
COMMISSION EXPIRES
September 22, 2026

Notarized online using audio-video communication

NOTARY PUBLIC, STATE OF ~~FLORIDA~~ Texas

Lesly Denise Rascoe
Notary Signature

Lesly Denise Rascoe
Printed Name

Commission No.: 133981440
My Commission Expires: 09/22/2026

Attachment: Application (2024-O-3073 : Bentley Oaks CPA)

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REZONING REQUIREMENTS

The following items must be completed in sufficient detail to allow the City to determine if the application complies with the City Code Chapter 114 and Section 82-372.

1. Is it consistent with all adopted elements of the comprehensive plan? [X]YES [ ]NO
   Explain.

A change in the future land use designation is consistent with the goals of the comprehensive plan regarding policies: 1 provide a range of housing opportunities in an urban form; 2 meet the housing needs of the community through different types, sizes and price ranges; 3 provide housing in locations already served by public utilities and infrastructure; 4 enable access to housing areas through multi-modal transportation systems

2. What is its impact upon the environment or natural resources? [X]YES [ ]NO Explain.

The storm-water ponds which were previously installed and recently inspected were designed to reduce pollutant loads for off-site discharge. The site will not cause any other adverse environmental effects or impacts to natural resources.

3. What is its impact upon the economy of any affected area? [X]YES [ ]NO Explain.

This proposed comprehensive plan amendment supports the local economy by providing a needed source of different types of housing including higher density multi-family dwelling units.

4. What is its impact upon any existing necessary governmental services such as schools, sewage disposal, solid waste or transportation systems? [X]YES [ ]NO Explain.

The proposed site is located within an existing public service utility infrastructure and school district area. As such, it will utilize the existing infrastructure network for public services such as schools, sewage disposal, solid waste and transportation systems.

5. Are there any changes in circumstances or conditions affecting the area.? [X]YES [ ]NO

Attachment: Application (2024-O-3073 : Bentley Oaks PD)

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Explain.
This proposed project was originally approved in 2004. Since that time the sitework was initiated and the basic framework for the transportation utilities and stormwater systems have been installed.

6. Are there any mistakes in the original classification? [X] YES [ ] NO Explain.
This application has an approved zoning and site plan application on file. This comprehensive plan amendment is required to bring the pre-existing entitlements into compliance with project so that construction can be completed.

7. What is its effect upon the use or value of the affected area? [X] YES [ ] NO Explain.
This project is located in an area with a range of housing types and economic facilities. This project supports the diverse housing and economic facilities found in this area.

8. What is its impact upon the public health, welfare, safety or morals? [X] YES [ ] NO Explain.
This project provides for the public health, welfare, safety and morals of the community by providing needed multi-family housing options consistent with the existing land uses of the area.

Timothy J. Boehlein
Print Applicant Name — Applicant Signature

Print Applicant Name — Applicant Signature

12/6/2023
Date — Date

Attachment: Application (2024-O-3073 : Bentley Oaks CPA)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **April 9, 2024**
FROM: **Brian Walker**
SUBJECT: **FIRST READING - Ordinance 3074 - an Ordinance of the City of Holly Hill Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Described in Attachment "A", by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from Low Density Residential to Low-Medium Density Residential; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date. And FIRST READING - Ordinance 3075 - 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 Attachment "A" from R-2 (Low-Medium Density Single-Family Residential) to RPUD (Residential Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-O-3074**
APPLICANT: **Brian Walker**
PLANNER:

INTRODUCTION

Consider two Ordinances, one enacting a Small Scale Future Land Use Map Amendment from Low Density Residential (LDR) to Low-Medium Density Residential (LMDR), and another separate Ordinance, enacting a Rezone from R-2 (Low Medium-Density Single-Family Residential) to RPUD (Residential Planned Unit Development) for 8 lots together totaling approximately 2.11 acres, located approximately 400 feet northwest of 3rd Street on the west side of Center Avenue and depicted in Exhibit A. (CPA-2023-01) and (RZ-2023-1) (Ron & Lee, LLC - Applicant).

BACKGROUND

The property is currently undeveloped. Six of the eight lots are part of the Anastasia Court Plat approved by the Holly Hill City Commission on October 11, 2005, while two lots are part of the Mason and Carswell's Plat approved sometime in the early 1900's.

The applicant has purchased the lots and desires to develop the area into a 17-lot townhome

community. The subject property abuts residential homes on the south and west, a retention pond to the north, and Center Avenue with homes on the east.

The property is zoned R-2, which permits single-family residential homes. Because the applicant is looking to build 17 townhomes arranged 4 buildings, they need to rezone the property. Although the R-4A and R-6 zoning districts allow for townhome development, the applicant is proposing a Residential Planned Unit Development for their project. This is because the R-4A and R-6 zoning districts do not allow for any flexibility with regard to development standards. For example, the R-4A zoning district allows a maximum density of 7 dwelling units per net buildable acre. However, the applicant is proposing 9.71 du per net buildable acre. The R-6 zoning district requires a 30-foot rear setback while the applicant's project proposes a 5-foot rear setback. For these reasons, the project does not qualify for the R-4A or R-6 zoning districts. Therefore, the applicant is requesting a Residential Planned Unit Development (RPUD) which allows for some flexibility with respect to development standards. They are also proposing to provide enhanced development standards in other areas of the project, such as with buffers and landscaping.

The applicant is also seeking an increase in permitted density from a maximum of 6 dwelling units (du) per net buildable acre, to a maximum of 10 du per net buildable acre. This represents an additional 7 units on the property.

The City and developer are proposing a partnership wherein the City will allow the developer to count the land area of the City's retention pond to the north, toward their open space requirement, and to make improvements to the City pond that will be used toward meeting the project's stormwater requirements. In exchange, the developer will assume responsibility for all aesthetic aspects related to the entire pond's maintenance. The City will continue to be responsible for the pond's functionality. See paragraph **5 T** of the attached Development Agreement for more information.

The City must approve all improvements to the City's stormwater retention pond and may reject the proposed improvements at its discretion if the City determines the proposed improvements will adversely impact the overall stormwater system, be too costly for the City to functionally maintain or is otherwise not in the best interest of the City. The City's right to reject proposed improvements is not limited to whether the proposed improvements meet stormwater regulatory requirements.

A Special Assessment District as well as an agreement to implement it, along with a stormwater maintenance agreement will be completed prior to second reading.

SITE INFORMATION

Size of Property: The property consists of 8 lots and is approximately 2.11 acres in size. Net acres (gross area less road and pond area) are 1.75.

Survey & Legal Description: (Exhibit A)

Parcel Identification Numbers: Per Property Appraiser. (**Exhibit B**)

General Location: The property is located approximately 400 feet northwest of 3rd Street on the

west side of Center Avenue. (**Exhibit C**)

Frontage: The primary frontage of the lots will be along Anastasia Court with one lot fronting on Lillie Road.

Access: Street and vehicular access will be provided via public and/or private rights-of-way (ROW).

Aerial Photography: (**Exhibit D**)

Existing Development: The property is currently vacant.

Future Land Use Designation: The current FLU designation is Low Density Residential and the proposed FLU designation is Low-Medium Density Residential. (**Exhibit E**)

Zoning: Current Zoning is R-2 (Low Medium-Density Single-Family Residential) and the proposed zoning is RPUD (Residential Planned Unit Development). (**Exhibit F**).

Floodplain Impacts: According to current floodplain maps, the property is completely flood prone. (**Exhibit G**)

Wetland Impacts: Based on aerial photos, survey, and County wetland map analysis, there are no wetlands on the subject property.

Buffers: Enhanced landscaped buffers are proposed and will be fully landscaped upon development.

Required Vacates: No vacates are required.

Zoning and Land Uses

For zoning districts and future land uses that surround the subject parcel, see the attached sheet labeled "**Zoning and Land Use Table**."

Project Analysis

In addition to criteria established in the Comprehensive Plan, the amendment has been analyzed in terms of its impacts to infrastructure. For considering a change of land use, an analysis comparing the maximum development potential under each land use and available capacity is required. Impacts to traffic, potable water, waste water and solid waste have been analyzed and are summarized below.

Transportation

The proposed future land use map amendment will result in no significant increase of daily trips from the maximum allowed by the current land use. Supporting details for the analysis are shown in **Exhibit H** titled, Trip Generation.

Water and Wastewater Demands

Water and sewer demand under each land use (current and proposed), has been calculated using the Florida Administrative Code 64E-6.008 sewer flow standards. Standard engineering practice uses sewer flows to estimate water demand.

Water and Sewer Demands Based on 6 Dwelling Units per Net Acre: 11 Units x 300 GPD X 2 = 6,600 GPD

Water and Sewer Demands: Based on 10 Dwelling Units per Net Acre: 18 Units x 300 GPD X 2 = 10,800 GPD

Increase of 4,200 gallons per day.

Potable Water Capacity: The City's potable water treatment plant has a processing capacity of 2.3 MGD. The current maximum daily flow is 1.3 MGD. Therefore, the plant has sufficient capacity to accommodate the density increase permitted under the proposed future land use designation. Development will be required to connect to City water.

Sewer Capacity: The waste water treatment plant servicing this site has the capacity to service 3.0 MGD. Currently the plant services 1.85 MGD. Therefore, the plant has sufficient capacity to accommodate the increase anticipated by proposed future land use designation. Development will be required to connect to City sewer.

School Concurrency
The School Board has also provided a Finding of Adequate Capacity attached as **Exhibit I.** The development is anticipated by the School Board to add 3 children to the school system.

Solid Waste: The City's contracted waste hauler, Waste Pro, delivers solid waste to Volusia County's Tomoka Farms Road Landfill. This is a 3,400-acre Class 1 landfill and it is estimated to have excess capacity through 2052. The Tomoka Landfill has sufficient capacity to accommodate the proposed FLUM designation.

Stormwater Management: The existing drainage patterns will be maintained and all stormwater calculations will comply with current rules specified by the City of Holly Hill, Volusia County, St. Johns River Water Management District and Federal Emergency Management Agency. The site will be developed in accordance with all Local, State and Federal regulations. Post development stormwater discharge rates and volumes will not exceed pre-development discharge rates and volumes.

Consistency with Urban Sprawl Rule
Section 163.3177(6)(a)(9)(b), Florida Statutes, states that plan amendments shall be determined to discourage the proliferation of urban sprawl. Key indicators of urban sprawl are leapfrog development, premature development, and development that does not make efficient use of urban services.

This amendment does not represent leapfrog development or premature development, and in general promotes efficiency in the use of urban services.

Consistency with the Comprehensive Plan
A review of the goals, objectives and policies of the comprehensive plan was conducted to determine if the proposed amendment to the future land use map is consistent with the comprehensive plan. The proposed request is consistent with the comprehensive plan with particular note of the following policies:

Chapter 1 - Future Land Use Element

- Policy 1.1.2 - The Future Land Use Element sets a maximum development intensity for the Low-Medium Density Residential FLU at no more than 10 units per net buildable acre.

The parcel is currently vacant. Future development proposes 9.71 units per net buildable acre.

- Policy 1.1.5 requires development to be consistent with all aspects of the comprehensive plan.

The proposed development will be required to be consistent with the comprehensive plan and demonstrate that there will be no decline to any established levels of service.

- Policy 1.9.1 - The City shall promote and encourage infill development on previously bypassed, vacant properties and redevelopment of underutilized properties.

Chapter 3 - Housing Element

- **Policy 1.1.1** - The City shall maintain sufficient residentially zoned land to accommodate the projected housing development with a reasonable degree of flexibility and choice in location, density, housing type and cost.

- **Policy 1.1.4 -**Land use plan amendments which increase density shall occur in areas with few environmental constraints and where adequate public infrastructure and services exist.

- **Policy 1.3.1** - The City shall continue to encourage the use of innovative land development techniques including planned-unit-development and cluster development which could reduce land development and housing construction costs while maintaining and improving the quality of housing and neighborhoods.

- **Policy 1.7.1** - The City shall ensure, through the Land Development Regulations, the availability of safe and adequate housing units of different types, sizes and price ranges to meet the needs of all current and future residents.

Staff finds that the requested small-scale future land use map amendment is consistent with the City's Comprehensive Plan. The City has available capacity to serve the increased demand on facilities and infrastructure created by the requested amendment. Additionally, the requested amendment does not encourage the proliferation of sprawl.

Appropriateness of the Requested Zoning Designation

In reviewing the appropriateness of the requested RPUD zoning designation, the Board of Planning and Appeals and City Commission, must consider the following 8 specific criteria listed in Sec. 82-372 of the Land Development Regulations. The criteria have been listed with commentary provided by the applicant in **Exhibit J**.

It is staff's opinion that the requested rezone from R-2 to RPUD is justified and appropriate for the area.

Staff Recommendation

Adopt an Ordinance of the City of Holly Hill Florida, enacting a Small-Scale Future Land Use Map Amendment from Low Density Residential (LDR) to Low-Medium Density Residential (LMDR), for 8 lots together totaling approximately 2.11 acres, located approximately 400 feet northwest of 3rd Street on the west side of Center Avenue and depicted in Exhibit A.

and

Adopt another separate Ordinance enacting a Rezone from R-2 (Low Medium-Density Single-Family Residential) to RPUD (Residential Planned Unit Development) and approve the associated Preliminary Plan and Written Development Agreement, for 8 lots together totaling approximately 2.11 acres, located approximately 400 feet northwest of 3rd Street on the west side of Center Avenue and depicted in Exhibit A.

ATTACHMENTS:

- PUD Application (PDF)
- Anastasia Court DA (PDF)
- Preliminary Development Plan (PDF)
- Open Space Sketch (PDF)
- Center Street LS Plan (PDF)
- Applicant Submittal with Exhibits (PDF)
- Plat (PDF)
- Exhibit A (Survey) (PDF)
- Exhibit B - Parcel ID #s (PDF)
- Exhibit C (Vicinity) (PDF)
- Exhibit D (Aerial) (PDF)
- Exhibit E1 (FLU) (PDF)
- Exhibit E2 Proposed (FLU) (PDF)
- Exhibit F1 (Zoning) (PDF)
- Exhibit F2 - Proposed Zoning (PDF)
- Exhibit G (Flood) (PDF)
- Exhibit H - Trip Generation (PDF)
- Exhibit I - Finding of Adequate Capacity (PDF)
- Zoning and Land Use Table (PDF)
- Exhibit J - Rezone Criteria (PDF)
- Proposed Elevations (PDF)

Ordinance No. 2024-3074

FIRST READING - ORDINANCE 3074 - AN ORDINANCE OF THE CITY OF HOLLY HILL FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY DESCRIBED IN ATTACHMENT "A", BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM LOW DENSITY RESIDENTIAL TO LOW-MEDIUM DENSITY RESIDENTIAL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. AND FIRST READING - ORDINANCE 3075 - 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 ATTACHMENT "A" FROM R-2 (LOW-MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL) TO RPUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 3074

AN ORDINANCE OF THE CITY OF HOLLY HILL FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY DESCRIBED IN ATTACHMENT "A", BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM LOW DENSITY RESIDENTIAL TO LOW-MEDIUM DENSITY RESIDENTIAL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission has reviewed the future land use designation for the parcel described in **Attachment A** and determined that it is necessary to amend its Future

Land Use Map as herein provided in order to more effectively implement its adopted comprehensive plan.

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

SECTION 1. The Future Land Use Map for the City of Holly Hill, is hereby amended to designate the future land use of identified in **Attachment A** as Low-Medium Density Residential.

SECTION 2. The City Planner is authorized and directed to submit the proposed amendment to the Florida Department of Economic Opportunity and Volusia Growth Management Commission, as required by law.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 4. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 5. The proposed amendment will not become final until thirty-one (31) days following adoption by the City Commission unless a challenge is filed per 163.3187(5) Fla. Stat. If a timely challenge is filed, the amendment will not become effective until the State Land Planning Agency issues a final order determining that the amendment is in compliance. In

any event, the amendment shall not become effective until certification of consistency is provided by the Volusia Growth Management Commission and approval is noticed by the Florida Department of Economic Opportunity.

APPROVED AND AUTHENTICATED on this 9th day of APRIL, 2024 for first reading.

ATTACHMENT "A"

LEGAL DESCRIPTION:

(ACCORDING TO OFFICIAL RECORDS BOOK 5868, PAGE 4194, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.)

LOT 7, 8, AND 9, EXCEPT THE WESTERLY 81.3 FEET THEREOF, BARBOURS RE-SUB, IN LOT 18, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 9, PAGE(S) 237, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

THE NORTHERLY 150 FEET OF THE SOUTH 1/2 OF LOT 18, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE(S) 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

ORDINANCE NO. 3075

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 ATTACHMENT A FROM R-2 (LOW-MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL) TO RPUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the City Commission has determined that it is necessary to amend its Land Development Regulations as herein provided in order to more effectively implement its adopted comprehensive plan, and

WHEREAS, the City Commission has determined that the proposed amendment to the Land Development Regulations is consistent with its adopted comprehensive plan,

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

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in **Attachment A** as RPUD (Residential Planned Unit Development) pursuant to the provisions contained in the attached Development Agreement and associated Preliminary Plan, attached to this Ordinance as **Attachment B** and incorporated

in this Ordinance by reference.

SECTION 2. Development of the property described in Attachment A shall conform to the Land Development Regulations of Holly Hill.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 4. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 5. This ordinance shall become effective following approval of the future land use map amendment by the Florida Department of Economic Opportunity and certification of the same amendment by the Volusia Growth Management Commission.

APPROVED AND AUTHENTICATED on this 9th day of APRIL, 2024 for first reading.

ATTACHMENT "A"

LEGAL DESCRIPTION:

(ACCORDING TO OFFICIAL RECORDS BOOK 5868, PAGE 4194, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.)

LOT 7, 8, AND 9, EXCEPT THE WESTERLY 81.3 FEET THEREOF, BARBOURS RE-SUB, IN LOT 18, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE

PLAT THEREOF AS RECORDED IN MAP BOOK 9, PAGE(S) 237, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

THE NORTHERLY 150 FEET OF THE SOUTH 1/2 OF LOT 18, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE(S) 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

ATTACHMENT "B"

Exhibit to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as Center Avenue Townhomes Planned Unit Development (PUD) located along Lillie Road on Anastasia Court in Holly Hill, Florida (hereinafter referred to as the "Subject Property").

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into and made as of the ___ day of _____, 2024, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Avenue, Holly Hill, FL 32117 (hereinafter referred to as the "City"), and Ron & Lee, LLC (hereinafter referred to as the "Owner" or "Owner/Developer") with a mailing address of 3 Sweetmeadow Court, Ormond Beach, FL, 32174.

W I T N E S S E T H

WHEREAS, the Owner warrants that it holds legal title to the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit "A"**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owner/Developer has clear title of the Subject Property or the Developer is currently under contract to purchase the Subject Property and intends to develop such property; and

WHEREAS the Owner/Developer or Developer desires to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owner/Developer desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS the development permitted or proposed under this Development Agreement is consistent with the City's Comprehensive Plan, concurrency management system, and all land development regulations; and

WHEREAS it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS the Owner/Developer has sought the City's approval to develop the Subject Property, and the City approved **Ordinance No**. _____, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City's Land Development Code; and

WHEREAS, the PUD shall consist of this Agreement as the Written Development Agreement of the PUD, and a Preliminary Plan aka the Preliminary Development Plan, attached hereto as **Exhibit, "B"**, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the "Master Development Plan"). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals and Definitions.** The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. **Title Opinion/Certification.** The Developer will provide to the City, in advance

of the City's execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.

3. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder, in a form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

4. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

5. **Development of the Subject Property**. Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Holly Hill's Code of Ordinances, the use listed in this Agreement

shall prevail.

A. Permitted principal uses allowable on the Subject Property:
1. Townhouses

B. Prohibited principal uses, if any:
1. Unless a use is specifically stated as permitted, it is prohibited.

C. Subject Property Size: 2.11 acres of development area (1.75 net acres)

D. Maximum density (in number of dwelling units per acre): 9.71 units per net acre (17 units)

E. Impervious surface is not to exceed 60% of the gross square footage for the Subject Property, as illustrated on Exhibit B and inclusive of the area illustrated for the stormwater pond improvements.

F. Minimum open space shall be 40% of the Subject Property, as illustrated on Exhibit

B and inclusive of the area illustrated for the stormwater pond improvements. Common open space will be a minimum of 15% throughout the Property and is being illustrated through the activation of the stormwater area through pedestrian enhancements in the form of benches and viewing areas.

G. Minimum landscaping and buffer-yard requirements are as shown and stated on the Preliminary Plan and as follows: Minimum perimeter landscape buffer of 10 feet, and 15 feet along Center Avenue.

H. Minimum lot size area (in acreage or square footage): 2,250 sq. ft.

I. Minimum unit size: 1,000 sq. ft.

J. Minimum lot width (in feet): 25 ft.

K. Minimum yard setbacks within individual lots:
1. Front yard: 10 ft.
2. Side yard: 0 ft. common wall, 5 ft. side
3. Street side yard: N/A
4. Rear yard: 5 ft.

L. Maximum building height (in feet): 35’

M. Minimum building separation: 10 ft.

N. Minimum parking standards are as shown and stated on the Preliminary Plan.

O. Lighting shall not exceed .5-foot candles at the property line.

P. The project shall consist of 1 phase.

Q. Architectural controls and development on the Subject Property shall follow a common architectural theme as listed in this Agreement by harmoniously coordinating the general appearance of all buildings and accessory structures. All controls and variations shall be defined by a Homeowners Association or Property Owners Association, as defined within this Agreement.

R. Development within the Community Redevelopment Area shall follow one of the following architectural themes: Contemporary, Florida Vernacular, Mediterranean, Spanish.

S. Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill’s central utility systems when available, or to another approved utility provider where applicable, at their sole cost and expense. Utility fees shall be paid to

City of Holly Hill or to the applicable utility provider.

T. Stormwater and environmental: For purposes of maintenance there shall be two different stormwater areas. All stormwater infrastructure improvements located on the Subject Property up to the connection point with the City stormwater retention pond shall be installed, owned and maintained by the Homeowner's Association or Property Owner's Association (HOA). All environmental permitting, mitigation, and/or soil and erosion control for the Subject Property shall conform to all federal, state, and local permits/requirements, and shall be the sole responsibility of the HOA , or by the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required. The maintenance of the City's stormwater retention pond shall be as hereinafter setforth. The City shall be responsible for the functional maintenance of the stormwater retention pond and the HOA shall be responsible for aesthetic maintenance of the stormwater retention pond.

Functional maintenance shall be defined as:

1. Outfall maintenance to ensure the stormwater retention pond is discharging the stormwater properly and is functioning as designed.

2. Pipe maintenance to ensure the stormwater piping is functioning according to the construction plans.

3. Any dredging of the bottom of the pond to ensure the functionality of the pond.

Aesthetic maintenance shall be defined as:

1. Mow, trim and edge grass and shrubs on the stormwater retention pond site once a week during the wet season and once every two weeks during the dry season.

2. Irrigation maintenance will be performed every six months after installation and any damage will be repaired or replaced.

3. Tree trimming at least annually.

4. Replenish mulch at least annually.

5. Chemical weed and invasive species control of the stormwater retention pond. The City must preapprove all chemicals used in the stormwater retention pond.

6. Repair and replace any landscaping, irrigation and grass that is impacted during the functional maintenance of the stormwater retention pond.

The City shall have the sole discretion to determine whether a maintenance, repair or replacement item is aesthetic or functional.

The Owner/Developer will coordinate with the City on improvement to the City stormwater pond located to the north of the Subject Property in order to accommodate stormwater needs for this project. A Special Assessment District has been established for the Subject Property regarding aesthetic maintenance of the City stormwater pond area.

The City must approve all improvements to the City's stormwater retention pond and may reject the proposed improvements at its discretion if the City determines the proposed improvements will adversely impact the overall stormwater system, be too costly for the City to functionally maintain or is otherwise not in the best interest of the City. The City's right to reject proposed improvements is not limited to whether the proposed improvements meet stormwater regulatory requirements.

In recognition of the HOA's assumption of aesthetic maintenance obligations associated with the City stormwater pond, the parcel of land the pond is located on, and the pond areas within such parcel, shall be considered as a part of the open space associated with development of the Subject Property, although such parcel is not included in this rezoning request. The adjacent City stormwater pond will serve as an open space amenity from a functional standpoint and will be commonly maintained by the HOA. Owner/developer will be responsible for all cost associated with site development work on the pond as it relates to this project.

The Owner/Developer and HOA have entered into an agreement with the City by which the City has retained the Owner/Developer and HOA to perform the aesthetic maintenance as defined herein. The City will use the revenue collected from the Special Assessment District to pay the HOA for the aesthetic maintenance. The Owner/Developer and HOA will annually provide cost estimates to the City for the upcoming year's expected aesthetic maintenance costs in sufficient time to allow the City to set the assessment amount for the

upcoming year. The assessment amount for each year shall be the anticipated aesthetic maintenance cost for the upcoming year taking into consideration any excess revenues or shortfall of revenue to cover the prior year's aesthetic maintenance costs.

In the event the City and the Developer/Owner are unable to agree on the additional stormwater improvements to the City's stormwater retention pond to accommodate the Project this Development shall be a nullity.

U. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation improvements required because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

6. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining permitting, and the payment of all fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All impact fees are applicable, and no impact fee credits shall be awarded through this Agreement; unless a cessation exists through a City moratorium that is Citywide. Proportionate fair share site improvements shall not be used in lieu of impact fees.

7. **Site Plan/Plat Approval.** The Master Development Plan, is the Preliminary Plan of the PUD and this Written Development Agreement. The Master Development Plan shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

8. **Indemnification.** The Owner/Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether inspected, approved, or permitted by the City.

9. **Compliance.** The Owner/Developer agrees that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Subject Property, should the Owner/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.

10. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owner/Developer. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/Developer or their successors and assigns in interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees. Notice to the Owner/Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in **paragraph (17)** of this Agreement.

11. **Environmental and Tree Preservation.** The Owner/Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna or species identified for protection (i.e., tree preservation). This Agreement does not vest or exempt the Owner/Developer from any permitting and mitigation obligations needed to develop a Subject Property.

12. **Homeowners Association or Property Owners Association.** The charter and by-laws of any Homeowner's Association ("HOA") or Property Owner's Association ("POA") for the Subject Property and any deed restrictions related thereto shall be furnished to the City for approval by the City Attorney prior to the recording thereof in the Public Records of Volusia County, Florida. Such recording shall take place before a Certificate of Occupancy is issued for the first development project on land covered by this Agreement. The HOA/POA shall be responsible for all maintenance, repair and replacements on the Subject Property and the aesthetic maintenance of the City stormwater retention pond.. The Owner/Developer shall be responsible for establishing the HOA or POA and recording said information in the Public Records of Volusia County, Florida. The City is not responsible for the enforcement of any agreements or deed restrictions entered into between property owners or occupiers of the Subject Property. If maintenance for the Subject Property is not maintained following issuance of a Certificate of Occupancy, the property owner shall be subject to code enforcement.

13. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for the payment of all the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the Subject Property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and the Owner/Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

14. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in a form mutually acceptable to the City Attorney and the Owner/Developer, as the City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.

15. **Periodic Review.** The City reserves the right to review the Subject Property in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that based on substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.

16. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNER/DEVELOPER'S REPRESENTATIVES:

Ron & Lee, LLC
Attn: Yehuda Morali
3 Sweetmeadow CT
Ormond Beach, FL 32174

With Copy To: Cobb Cole Law Firm
Attn: Jessica Gow
149 S. Ridgewood Avenue, Ste. 700
Daytona Beach, FL 32114

CITY'S REPRESENTATIVES:

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

With copy to:
Director
Community Development
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owner/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for

notices herein.

17. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

18. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

19. **Binding Effect.** This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent, or impede the City from exercising its legislative authority as the same may affect the Subject Property.

20. **Subsequently Enacted State or Federal Law.** If either state of federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

21. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Development Agreement is declared severable.

22. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

23. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.

24. **Applicable Law/Venue.** This Agreement and the provisions contained herein

shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

25. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer shall execute this Agreement within ten (10) business days of City Commission adoption and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

26. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

27. **Amendments.** Amendments to the Master Development Plan (MDP) shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which state that minor amendments to the Preliminary Plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator after such departmental comment as he/she deems appropriate. Minor changes shall be limited to items such as small adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. Major amendments will require full review and shall include relocation of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc. Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

28. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

(ACCORDING TO OFFICIAL RECORDS BOOK 5868, PAGE 4194, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.)

LOT 7, 8, AND 9, EXCEPT THE WESTERLY 81.3 FEET THEREOF, BARBOURS RE-SUB, IN LOT 18, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 9, PAGE(S) 237, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

THE NORTHERLY 150 FEET OF THE SOUTH 1/2 OF LOT 18, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE(S) 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT B

PRELIMINARY PLAN

IN WITNESS WHEREOF, the Owner, the Developer and the City have executed this Agreement.

OWNER/DEVELOPER:

By:

_____ _____

Signature of Witness # 1 Signature

_____ _____

Print or type name Print or type name

As:

_____ _____

Signature of Witness #2 Print or type

ATTEST:

_____

Print or type name

_____

Signature

_____

Print or Type Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____, _____ (year), by _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

_____
Printed Name

Commission No.: _____

My Commission Expires: _____

CITY OF HOLLY HILL:

By: _____
Date: _____

ATTEST:

_____

Date: _____

Mailing Address:

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, Florida 32117

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____, _____ (year), by _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

_____

Notary Signature

_____

Printed Name

Commission No.: _____

My Commission Expires: _____

Approved as to form and legality for use and reliance by the City of Holly Hill, Florida

_____

Scott Simpson, City Attorney

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

REZONE/ FUTURE LAND USE AMENDMENT

Date Received:_____ Application ID:_____ Submitted By:_____

PROJECT INFORMATION:

PROJECT NAME: Anastasia Court Townhomes
PARCEL ID #(S): 4244-19-00-0050, 4244-19-00-0040, 4244-19-00-0001, 4244-19-00-0030, 4244-19-00-0020, & 4244-19-00-0010 5237-15-00-0090, 5237-15-00-0070
LOCATION: Anastasia Ct., Holly Hill FL 32117
EXISTING USE(S): Low Medium Density Single Family Residential
PROPOSED USE(S): PUD
TOTAL ACREAGE: 2.11 +/- acres
WATER PROVIDER: _____ SEWER PROVIDER: _____
PRIVATE WELL _____ PRIVATE SEPTIC _____
CURRENT ZONING: R-2 PROPOSED ZONING: _____
CURRENT FUTURE LAND USE: LD-SFR PROPOSED FUTURE LAND USE: Low Medium Density Residential

APPLICANT INFORMATION:

Name: Robert A. Merrell III, Esq. E-Mail: Rob.merrell@cobbcole.com
Address: 149 S. Ridgewood Ave. Suite 700, Datyona Beach, FL 32114 Phone: Type text here 386-323-9263
Company: Cobb Cole Fax: _____
☐ Owner ☐ Agent for Owner ☒ Attorney for Owner

OWNER INFORMATION:

Name: Ron & Lee LLC/ Yehuda Morali E-Mail: yehudamorali@hotmail.com
Address: _____ Phone: _____
Fax: _____

CONSULTANT INFORMATION:

Name: _____ E-Mail: _____
Address: _____ Phone: _____
Company: _____ Fax: _____

Attachment: PUD Application (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

_X_ APPLICANT _____ OWNER _____ CONSULTANT

APPLICATION TYPE(S)/FEE(S)*

LAND USE AMENDMENT

- ☐ LARGE SCALE FUTURE LAND USE AMENDMENT (>10 ACRES) $3,000.00
- ☐ SMALL SCALE FUTURE LAND USE AMENDMENT (≤10 ACRES) $2,000.00

REZONE (NON-PD)

- ☐ STRAIGHT REZONE / LDR TEXT AMENDMENT $1,200

REZONE (PD)

- ☒ PD REZONE $2,000
- ☐ PD AMENDMENT $1,250 (This does not mean changes in items such as uses or density but means minor changes in items such as layout and landscaping.)

***THERE MAY BE ADDITIONAL PASS-THROUGH FEES FOR REVIEWS DONE BY REVIEWERS OUTSIDE OF THIS AGENCY. ALL FEES ARE DUE AT THE TIME OF APPLICATION SUBMITTAL.**

ATTACHMENT CHECKLIST

REQUIRED SUBMITTALS

- ☐ COPY OF PRE-APPLICATION COMMENTS. IF YOU HAVE NOT HAD A PRE-APPLICATION MEETING TO DISCUSS THIS PROJECT PLEASE CONTACT THE CITY PLANNER TO ARRANGE AN APPOINTMENT AT 386-248-9492.
- ☐ ELECTRONIC COPY OF ALL ITEMS SUBMITTED
- ☐ APPLICATION AND FEE
- ☐ PROOF THAT TAXES ARE CURRENT
- ☐ PROPERTY APPRAISER'S PROPERTY INFORMATION PRINTOUT
- ☐ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION MAY REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☐ OWNER'S AUTHORIZATION FORM, IF APPLICABLE (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☐ 2 CURRENT SIGNED AND SEALED BOUNDARY SURVEYS
- ☐ LEGAL DESCRIPTION IN MS WORD FORMAT (EMAIL THIS TO THE CITY PLANNER)

Attachment: PUD Application (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

- ☐ SCHOOL CAPACITY REVIEW – *IF PROPOSING OVER 10 RESIDENTIAL UNITS* (*CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION*)
- ☐ TRAFFIC IMPACT ANALYSIS FOR PROJECTS GENERATING OVER 1000 TRIPS PER DAY ACCORDING TO RATES PUBLISHED BY THE INSTITUTE OF TRANSPORTATION ENGINEERS "TRIP GENERATION MANUAL" (LATEST EDITION)
- ☐ DRAFT DEVELOPMENT ORDER IN MS WORD FORMAT (*PD REZONE ONLY – CONTACT THE CITY PLANNER)*
- ☐ PRELIMINARY DEVELOPMENT PLAN (*PD REZONE ONLY - SEE CODE SEC. 114-771*)
- ☐ **REZONES ONLY**: ANSWER THE 8 QUESTIONS ATTACHED ON THE REZONING REQUIREMENTS SHEET
- ☐ **COMPREHENSIVE PLAN AMENDMENTS ONLY**: Provide a **Facility Demand Comparison**. For example, for the existing Future Land Use designation, show the demands on the city's infrastructure at the highest intensity, and for the proposed Future Land Use, show what the demands would be at the highest intensity. Show this information for the following facilities:
  - Potable Water
  - Sanitary Sewer
  - Stormwater
  - Transportation (Use current year ITE Trip Generation Rates)
  - Solid Waste Collection
  - School (Residential Only)

  Also show the net increases.
- ☐ **COMPREHENSIVE PLAN AMENDMENTS ONLY**: Provide a **Demonstration of Capacity**: Show that there is capacity and ability to meet increased demands on facilities. The city's public works department can assist in providing information regarding potable water, sanitary sewer and solid waste.

Applicant's Signature: _____ 2/28/23
(Signature) *(Date)*

Jessica Gow
(Print)

Applications must be complete to initiate the preview process. For questions please contact the City Planner at (386) 248-9424, fax (386) 248-9498 or email at bwalker@hollyhillfl.org

Attachment: PUD Application (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

11-2022

Exhibit to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as Center Avenue Townhomes Planned Unit Development (PUD) located along Lillie Road on Anastasia Court in Holly Hill, Florida(hereinafter referred to as the "Subject Property").

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into and made as of the ___ day of _____, 2022, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Ave. Holly Hill, FL 32117 (hereinafter referred to as the "City"), and Ron & Lee, LLC (hereinafter referred to as the "Owner" or "Owner/Developer") with a mailing address of 3 Sweetmeadow Court, Ormond Beach, FL, 32174.

W I T N E S S E T H

WHEREAS, the Owner warrants that it holds legal title to the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit "A"**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owner/Developer has clear title of the Subject Property or the Developer is currently under contract to purchase the Subject Property and intends to develop such property; and

WHEREAS the Owner/Developer or Developer desires to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owner/Developer desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS the development permitted or proposed under this Development Agreement is consistent with the City's Comprehensive Plan, concurrency management system, and all land development regulations; and

WHEREAS it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS the Owner/Developer has sought the City's approval to develop the Subject Property, and the City approved **Ordinance No**. _____, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City's Land

Development Code; and

Attachment: Anastasia Court DA (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

WHEREAS, the PUD shall consist of this Agreement as the Written Development Agreement of the PUD, and a Preliminary Plan aka the Preliminary Development Plan, attached hereto as **Exhibit, "B"**, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the "Master Development Plan"). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals and Definitions.** The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. **Title Opinion/Certification.** The Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.

3. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder, in a form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

4. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

5. **Development of the Subject Property**. Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Holly Hill's Code of Ordinances, the use listed in this Agreement shall prevail.

A. Permitted principal uses allowable on the Subject Property:

1. Townhouses

Attachment: Anastasia Court DA (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

B. Prohibited principal uses, if any:
1. Unless a use is specifically stated as permitted, it is prohibited.

C. Subject Property Size: 2.11 acres of development area (1.75 net acres)

D. Maximum density (in number of dwelling units per acre): 9.71 units per net acre (17 units)

E. Impervious surface is not to exceed 60% of the gross square footage for the Subject Property, as illustrated on Exhibit B and inclusive of the area illustrated for the stormwater pond improvements.

F. Minimum open space shall be 40% of the Subject Property, as illustrated on Exhibit B and inclusive of the area illustrated for the stormwater pond improvements. Common open space will be a minimum of 15% throughout the Property and is being illustrated through the activation of the stormwater area through pedestrian enhancements in the form of benches and viewing areas.

G. Minimum landscaping and buffer-yard requirements are as shown and stated on the Preliminary Plan and as follows: Minimum perimeter landscape buffer of 10 feet, and 15 feet along Center Avenue.

H. Minimum lot size area (in acreage or square footage): 2,250 sq. ft.

I. Minimum unit size: 1,000 sq. ft.

J. Minimum lot width (in feet): 25 ft.

K. Minimum yard setbacks within individual lots:
1. Front yard: 10 ft.
2. Side yard: 0 ft. common wall, 5 ft. side
3. Street side yard: N/A
4. Rear yard: 5 ft.

L. Maximum building height (in feet): 35’

M. Minimum building separation: 10 ft.

N. Minimum parking standards are as shown and stated on the Preliminary Plan.

O. Lighting shall not exceed .5-foot candles at the property line.

Attachment: Anastasia Court DA (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

P. The project shall consist of 1 phase. Phases are shown on the Preliminary Plan and described as follows:

Q. Architectural controls and development on the Subject Property shall follow a common architectural theme as listed in this Agreement by harmoniously coordinating the general appearance of all buildings and accessory structures. All controls and variations shall be defined by a Homeowners Association or Property Owners Association, as defined within this Agreement.

R. Development within the Community Redevelopment Area shall follow one of the following architectural themes: Contemporary, Florida Vernacular, Mediterranean, Spanish.

S. Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility systems when available, or to another approved utility provider where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill or to the applicable utility provider.

T. Stormwater and environmental: For purposes of maintenance there shall be two different stormwater areas. All stormwater infrastructure improvements located on the Subject Property up to the connection point with the City stormwater retention pond shall be installed, owned and maintained by the Homeowner's Association or Property Owner's Association (HOA). All environmental permitting, mitigation, and/or soil and erosion control for the Subject Property shall conform to all federal, state, and local permits/requirements, and shall be the sole responsibility of the HOA , or by the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required. The maintenance of the City's stormwater retention pond shall be as hereinafter setforth. The City shall be responsible for the functional maintenance of the stormwater retention pond and the HOA shall be responsible for aesthetic maintenance of the stormwater retention pond.

Functional maintenance shall be defined as:

1. Outfall maintenance to ensure the stormwater retention pond is discharging the stormwater properly and is functioning as designed.

2. Pipe maintenance to ensure the stormwater piping is functioning according to the construction plans.

3. Any dredging of the bottom of the pond to ensure the functionality of the pond.

Attachment: Anastasia Court DA (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

Aesthetic maintenance shall be defined as:

1. Mow, trim and edge grass and shrubs on the stormwater retention pond site once a week during the wet season and once every two weeks during the dry season.

2. Irrigation maintenance will be performed every six months after installation and any damage will be repaired or replaced.

3. Tree trimming at least annually.

4. Replenish mulch at least annually.

5. Chemical weed and invasive species control of the stormwater retention pond. The City must preapprove all chemicals used in the stormwater retention pond.

6. Repair and replace any landscaping, irrigation and grass that is impacted during the functional maintenance of the stormwater retention pond.

The City shall have the sole discretion to determine whether a maintenance, repair or replacement item is aesthetic or functional.

The Owner/Developer will coordinate with the City on improvement to the City stormwater pond located to the north of the Subject Property in order to accommodate stormwater needs for this project. A Special Assessment District has been established for the Subject Property regarding aesthetic maintenance of the City stormwater pond area.

The City must approve all improvements to the City's stormwater retention pond and may reject the proposed improvements at its discretion if the City determines the proposed improvements will adversely impact the overall stormwater system, be too costly for the City to functionally maintain or is otherwise not in the best interest of the City. The City's right to reject proposed improvements is not limited to whether the proposed improvements meet stormwater regulatory requirements.

In recognition of the HOA's assumption of aesthetic maintenance obligations associated with the City stormwater pond, the parcel of land the pond is located on, and the pond areas within such parcel, shall be considered as a part of the open space associated with development of the Subject Property, although such parcel is not included in this rezoning request. The adjacent City stormwater pond will serve as an open space amenity from a functional standpoint and will be commonly maintained by the HOA. Owner/developer will be responsible for all cost

Attachment: Anastasia Court DA (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

associated with site development work on the pond as it relates to this project.

The Owner/Developer and HOA have entered into an agreement with the City by which the City has retained the Owner/Developer and HOA to perform the aesthetic maintenance as defined herein. The City will use the revenue collected from the Special Assessment District to pay the HOA for the aesthetic maintenance. The Owner/Developer and HOA will annually provide cost estimates to the City for the upcoming year's expected aesthetic maintenance costs in sufficient time to allow the City to set the assessment amount for the upcoming year. The assessment amount for each year shall be the anticipated aesthetic maintenance cost for the upcoming year taking into consideration any excess revenues or shortfall of revenue to cover the prior year's aesthetic maintenance costs.

In the event the City and the Developer/Owner are unable to agree on the additional stormwater improvements to the City's stormwater retention pond to accommodate the Project this Development shall be a nullity.

U. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation improvements required because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

6. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining permitting, and the payment of all fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All impact fees are applicable, and no impact fee credits shall be awarded through this Agreement; unless a cessation exists through a City moratorium that is Citywide. Proportionate fair share site improvements shall not be used in lieu of impact fees.

7. **Site Plan/Plat Approval.** The Master Development Plan, is the Preliminary Plan of the PUD and this Written Development Agreement. The Master Development Plan shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

Attachment: Anastasia Court DA (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

8. **Indemnification.** The Owner/Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether inspected, approved, or permitted by the City.

9. **Compliance.** The Owner/Developer agrees that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Subject Property, should the Owner/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.

10. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owner/Developer. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/Developer or their successors and assigns in interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees. Notice to the Owner/Developer and their successors and assigns in interest shall be deemed to have been

Attachment: Anastasia Court DA (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

given upon the mailing of notice as provided in **paragraph (17)** of this Agreement.

11. **Environmental and Tree Preservation.** The Owner/Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna or species identified for protection (i.e., tree preservation). This Agreement does not vest or exempt the Owner/Developer from any permitting and mitigation obligations needed to develop a Subject Property.

12. **Homeowners Association or Property Owners Association.** The charter and by-laws of any Homeowner's Association ("HOA") or Property Owner's Association ("POA") for the Subject Property and any deed restrictions related thereto shall be furnished to the City for approval by the City Attorney prior to the recording thereof in the Public Records of Volusia County, Florida. Such recording shall take place before a Certificate of Occupancy is issued for the first development project on land covered by this Agreement. The HOA/POA shall be responsible for all maintenance, repair and replacements on the Subject Property and the aesthetic maintenance of the City stormwater retention pond.. The Owner/Developer shall be responsible for establishing the HOA or POA and recording said information in the Public Records of Volusia County, Florida. The City is not responsible for the enforcement of any agreements or deed restrictions entered into between property owners or occupiers of the Subject Property. If maintenance for the Subject Property is not maintained following issuance of a Certificate of Occupancy, the property owner shall be subject to code enforcement.

13. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for the payment of all the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the Subject Property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and the Owner/Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

14. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in a form mutually acceptable to the City Attorney and the Owner/Developer, as the City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.

Attachment: Anastasia Court DA (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

15. **Periodic Review.** The City reserves the right to review the Subject Property in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that based on substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.

16. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNER/DEVELOPER'S REPRESENTATIVES:

Ron & Lee, LLC
Attn: Yehuda Morali
3 Sweetmeadow CT
Ormond Beach, FL 32174

With Copy To: Cobb Cole Law Firm
Attn: Jessica Gow
149 S. Ridgewood Ave, Ste 700
Daytona Beach, FL 32114

CITY'S REPRESENTATIVES:
City Manager
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

With copy to:

Director
Community Development
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32725

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owner/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

17. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

Attachment: Anastasia Court DA (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

18. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

19. **Binding Effect.** This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent, or impede the City from exercising its legislative authority as the same may affect the Subject Property.

20. **Subsequently Enacted State or Federal Law.** If either state of federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

21. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Development Agreement is declared severable.

22. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

23. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.

24. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

25. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer shall execute this Agreement within ten (10) business days of City Commission adoption and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

Attachment: Anastasia Court DA (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

26. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

27. **Amendments.** Amendments to the Master Development Plan (MDP) shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which state that minor amendments to the Preliminary Plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator after such departmental comment as he/she deems appropriate. Minor changes shall be limited to items such as small adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. Major amendments will require full review and shall include relocation of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc. Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

28. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

Attachment: Anastasia Court DA (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

IN WITNESS WHEREOF, the Owner, the Developer and the City have executed this Agreement.

OWNER/DEVELOPER

By:

_____
Signature of Witness # 1

_____
Signature

_____
Print or type name

_____
Print or type name

As:

_____
Signature of Witness #2

_____
Print or type

ATTEST:

_____
Print or type name

_____
Signature

_____
Print or Type Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____, _____ (year), by _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

_____
Printed Name

Commission No.: _____
My Commission Expires: _____

Attachment: Anastasia Court DA (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

CITY OF HOLLY HILL:

By: _____

Date: _____

ATTEST:

_____

Date: _____

Mailing Address:
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____, _____ (year), by _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

_____
Printed Name

Commission No.: _____
My Commission Expires: _____

Approved as to form and legality for use and reliance by the City of Holly Hill, Florida

_____
Scott Simpson, City Attorney

Attachment: Anastasia Court DA (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)



VICINITY MAP



SITE DATA

EXISTING FUTURE LAND USE: LOW DENSITY RESIDENTIAL
PROPOSED FUTURE LAND USE: LOW-MEDIUM RESIDENTIAL (10 DU/ NET ACRE)
PROPOSED ZONING: RPUD
PROPOSED USE: RESIDENTIAL
NUMBER OF DWELLING UNITS: 17
DENSITY: 17 DU / 1.75 NET ACRES = 9.71 DU / NET ACRES

TOTAL PROJECT AREA: 5.74 ACRES
- CITY STORMWATER PROPERTY: 3.63 ACRES
- ANASTASIA COURT DEVELOPMENT AREA: 2.11 ACRES

NET ACRES
- PROPOSED DEVELOPMENT AREA: 2.11 ACRES
- PROPOSED ROAD AREA: 0.27 ACRES
- POND AREA: 0.09 ACRES
- NET AREA: 2.11 – 0.27 – 0.09 = 1.75 ACRES

MINIMUM LOT AREA: 2,250 SF
MINIMUM LOT WIDTH: 25 FT
MINIMUM LOT DEPTH: 90 FT

MAXIMUM BUILDING HEIGHT: 35 FT
MINIMUM BUILDING GFA: 1,000 SF

MINIMUM PERIMETER LANDSCAPE BUFFERS:
- NORTH: 10 FT
- SOUTH: 10 FT
- WEST: 10 FT
- CENTER STREET: 15 FT
- LILY ROAD: 10 FT

LOT SETBACKS
- FRONT: 10 FT
- SIDE: 0 FT LOT LINE
- REAR 5 FT

OPEN SPACE REQUIRED: PROJECT AREA x 0.40 = 2.30 ACRES (40%)
OPEN SPACE AREA PROVIDED: 4.30 ACRES (75%)

COMMON OPEN SPACE REQUIRED: PROJECT AREA X 0.15 = 0.86 ACRES
COMMON OPEN SPACE PROVIDED: 1.93 ACRES (34%)

GENERAL NOTES

1. EXISTING VEGETATION CONSISTS OF WOODS AND GRASS.
2. THERE ARE CURRENTLY NO KNOWN ENDANGERED SPECIES OR SPECIES WITH SPECIAL CONCERN INHABITING THE SITE.
3. TOPOGRAPHY: ELEVATIONS VARY THROUGHOUT THE SITE FROM EL. 8.0' NAVD 88 TO EL. 5.0' NAVD 88.
4. SCS SOIL TYPES:
   35 MYAKKA–URBAN LAND COMPLEX – HYDROLOGIC GROUP A/D
   69 TUSCAWILLA FINE SAND – HYDROLOGIC GROUP B/D
5. PARCEL FALLS IN FLOOD ZONE A (NO BASE FLOOD ELEVATION DETERMINED)
6. PROJECT SHALL CONNECT TO CITY OF HOLLY HILL WATER AND SEWER UTILIZES.
7. STORMWATER AND COMPENSATING STORAGE WILL BE PROVIDED BY EXPANDING THE CITY OF HOLLY HILL'S STORMWATER POND ALONG THE NORTHERN PROPERTY LINE. THE STORMWATER POND EXPANSION WILL REDUCE THE MEAN ANNUAL, 25YR–24HR, AND 100YR–24 PEAK STAGES AND DISCHARGES. THE PROPOSED STORMWATER AREA INCREASE IS APPROXIMATELY 20% LARGER, AND FINAL DESIGN WILL BE DETERMINED DURING SJRWMD PERMITTING REVIEW PROCESS.
8. PROJECT SHALL PROVIDE A YARD DRAIN ALONG THE NORTH PROPERTY LINE OF PARCEL 523715000060. THE INTENT IS TO PROVIDE A POSITIVE OUTFALL FOR THE EXISTING NEIGHBOR'S YARD THAT CURRENTLY FLOODS DURING MINOR AND MAJOR STORM EVENTS. FINAL DESIGN WILL BE DETERMINED DURING THE SJRWMD PERMITTING REVIEW PROCESS.

NO.	DATE	APPR.	REVISION
3	04-01-24	MSD	REVISED PER CITY COMMENTS
2	08-31-23	MSD	REVISED PER CITY COMMENTS
1	04-06-23	MSD	REVISED PER CITY COMMENTS

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
1"=30'	MSD	LAT	MSD	12-13-21

BY DATE

CONCEPT PLAN

PRELIMINARY PLAN

ANASTASIA COURT PROPERTY

HOLLY HILL, FL

PROJECT NO. 1567 — 1 OF 2

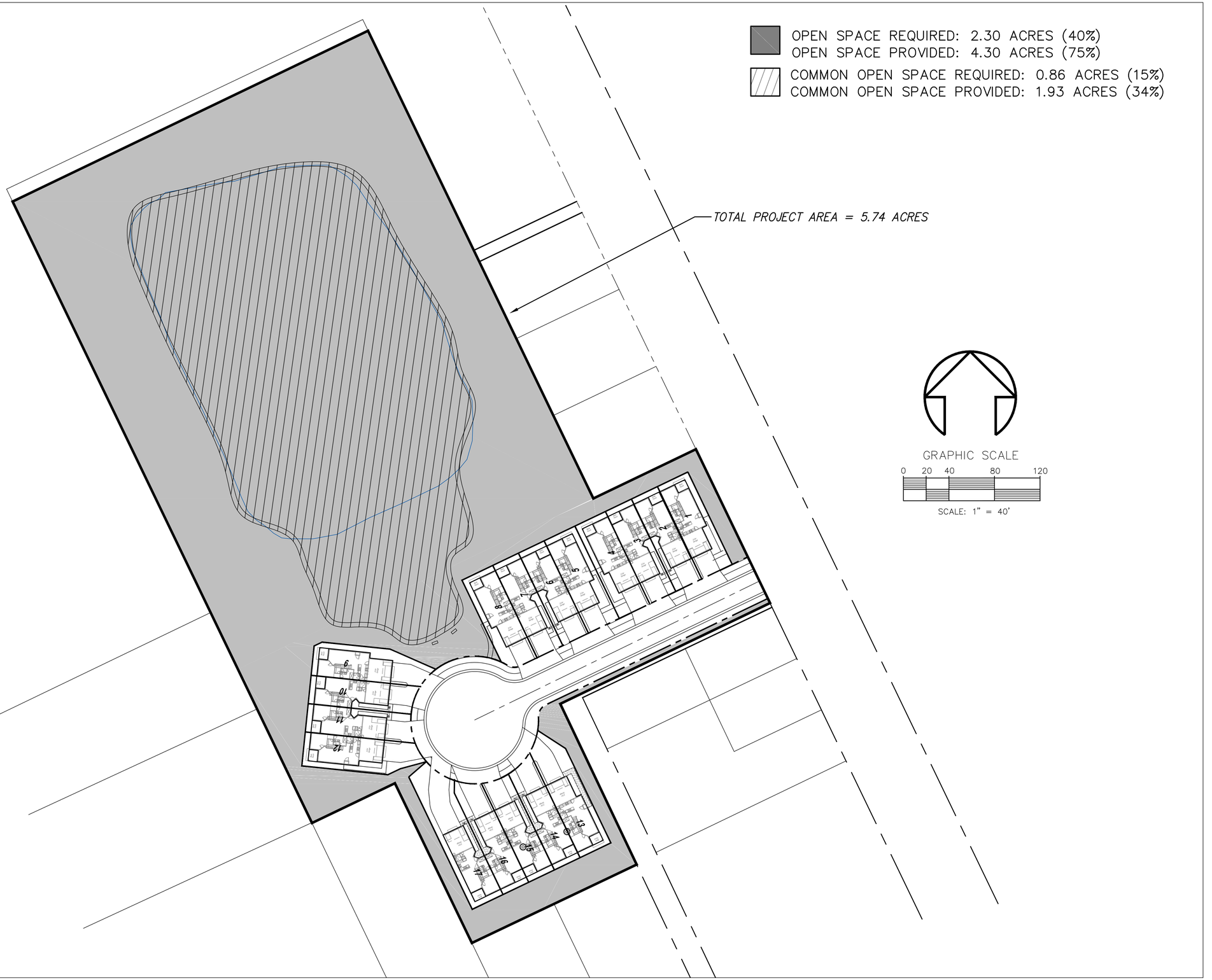
1567CON

Attachment: Preliminary Development Plan (2024-O-3074 ; Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

OPEN SPACE REQUIRED: 2.30 ACRES (40%)
OPEN SPACE PROVIDED: 4.30 ACRES (75%)

COMMON OPEN SPACE REQUIRED: 0.86 ACRES (15%)
COMMON OPEN SPACE PROVIDED: 1.93 ACRES (34%)

TOTAL PROJECT AREA = 5.74 ACRES



GRAPHIC SCALE

0 20 40 80 120

SCALE: 1" = 40'

NO.	DATE	APPR.	REVISION

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
1"=40'	MSD	LAT	MSD	12-13-21

BY DATE

CONCEPT PLAN

OPEN / COMMON OPEN SPACE

ANASTASIA COURT PROPERTY

HOLLY HILL, FL

PROJECT NO. 1567

2 OF 2

1567CON

Attachment: Open Space Sketch (2024-O-3074 ; Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)



cara s culliver

Digitally signed by cara s culliver
Date: 2023.07.04 23:31:09 -04'00'

PLANT LIST:

QUAN.	KEY	BOTANICAL/COMMON NAME	DESCRIPTION
4	INR	Ilex 'Nellie R Stevens' NELLIE R STEVENS HOLLY	10'ht.x 3'spr. 2.5" caliper min. 30 gal.
20	EG	Evolvulus glomeratus 'Blue My Mind pp24447' BLUE MY MIND BLUE DAZE	1 gal. full 20" o.c.
24	IV	Ilex vomitoria 'Schillings Dwarf' DWF. YAUPON HOLLY	15"ht.x 18" spr. 3 gal. 30" o.c.
26	SV	Schefflera arboricola 'Trinette' DWF. VARIEGATED SCHEFFLERA	20"ht.x 20"spr. 3 gal. 30" o.c.
32	TV	Tulbaghia violacea PURPLE SOCIETY GARLIC	1 gal. full (12) Bibs min. 20" o.c.
34	VOS	Viburnum obovatum 'Select' SELECT VIBURNUM	30"ht. x 24" spr. 7 gal. 36" o.c.
As Req.	LAWN	SEE PLANTING NOTES	solid even sod

GENERAL NOTES:

-The Landscape Contractor is to locate and verify all underground and overhead utilities prior to beginning work. Contact proper utility companies and / or General Contractor prior to digging for field verification. The City of Holly Hill shall not be responsible for any damages to utility or irrigation lines.

-Landscape Contractor is to verify all current drawings and check for discrepancies and bring to the attention of the Landscape Architect prior to commencing with the work.

-All unattended and unplanted tree pits are to be properly barricaded and flagged during installation.

-All planting plans are issued as directives for site layout. Any deviations and site changes are to be brought to the attention of the Landscape Architect for clarification prior to installation.

- In the event mechanical equipment is installed on the site in a different area than shown on the plans or if mechanical equipment is added that is not shown on the plans it shall be fully screened by either fencing or vegetation or a combination of both.

PLANTING NOTES:

(See plant specification and details for additional standards)

-All plant material is to be Florida Number 1 or better pursuant to the Florida Department of Agriculture's Grades and Standards for Nursery Plants.

- All trees within lawn areas shall have a 48" diameter mulch ring.

- Sod is to be grade "A" weed free.

- All areas marked "LAWN" shall be sodded with St. Augustine 'Floratam' solid sod. See limit on plan. All areas marked 'Bahia Grass' shall be solid sodded with Paspalum notatum. All sod is to be laid level, tight, and cut even along planting beds.

- All plants are to be top dressed with a minimum of 3"-inch layer of shredded hardwoods mulch, Grade A or equal.

-Planting plans shall take precedence over plant list in case of discrepancies.

-No changes are to be made without the prior consent of the Landscape Architect and Owner. Additions and / or deletions to the plant material must be approved by the project manager.

- Landscape Contractor is responsible for providing their own square footage takeoffs and field verifications for 100% sod coverage for all areas specified.

- All landscape areas are to be provided with automatic sprinkler system which will provide 100% coverage, and 50% overlap.

- All lawn located in parking islands is to be set flush with top of curb. Provide adequate soil to within 3" of top of curb.

- Trees are to be planted within parking islands after soil is brought up to grade. Deeply set root balls are not acceptable. (REFER TO PLANTING DETAILS)

- A clear zone free of obstruction must be maintained around all fire hydrants. The clear zone must be 7'-6" in front of and to the sides of fire hydrants, with a 4' clear zone to the rear. Fire Department connections shall have a clear zone of 7'-6" in front & to the sides.

GRAPHIC SCALE

0 10 20 40 60

SCALE: 1" = 20'

NO.	DATE	APPR.	REVISION

CULLIVER DESIGN, INC.
Cara Culliver, PLA, ASLA
License No. LA6667458
12 Crescent Lake Way
Ormond Beach, FL 32174
PH. (386) 871-5253
Certificate of Authorization
No. LI9663000002392

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 • DAYTONA BEACH, FLORIDA 32118 • (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED
1" = 20'	CSC	CSC	CSC

DATE	BY
07-04-23	

CONCEPT PLAN

LANDSCAPE PLAN

ANASTASIA COURT PROPERTY

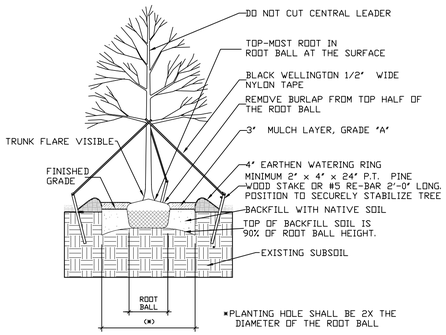
HOLLY HILL, FL

PROJECT NO. 1567

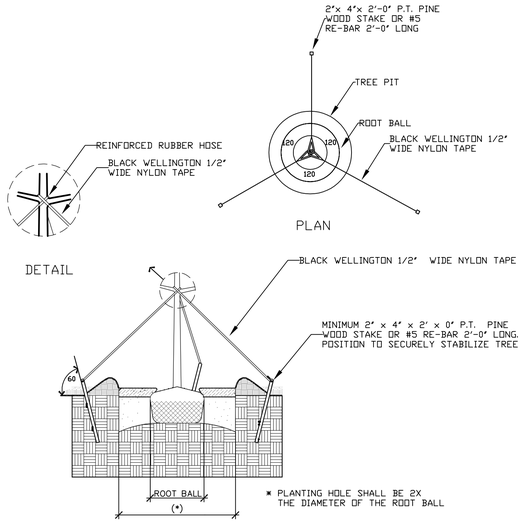
LA-1

1567CON_LAND

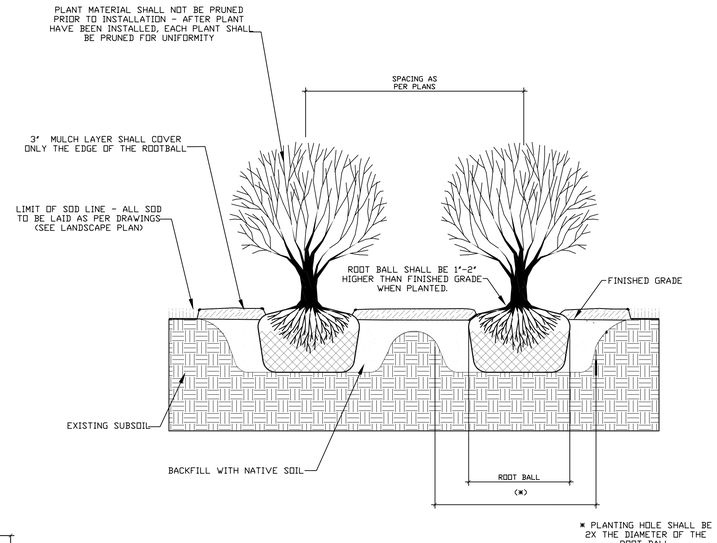
Attachment: Center Street LS Plan (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)



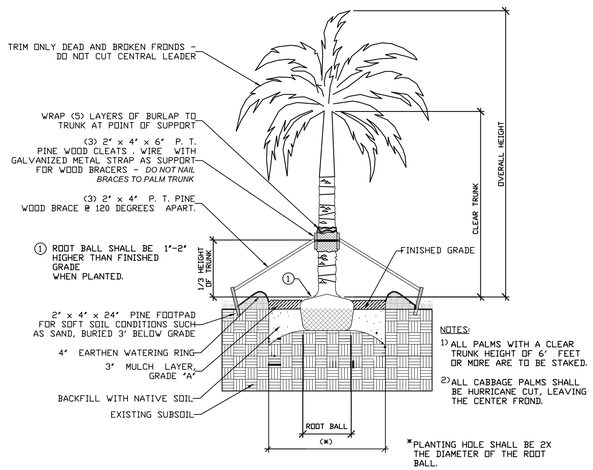
1 LARGE TREE PLANTING DETAIL



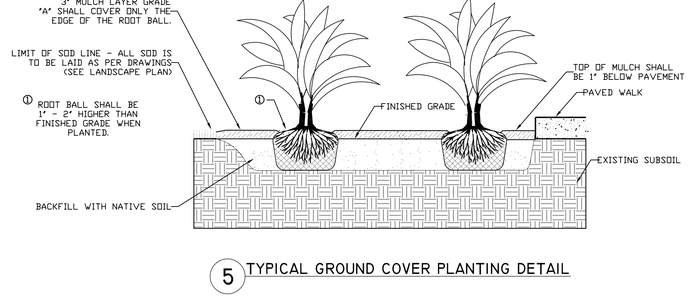
2 TYPICAL TREE GUYING DETAIL



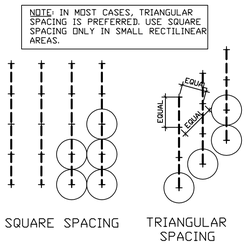
3 TYPICAL SHRUB PLANTING DETAIL

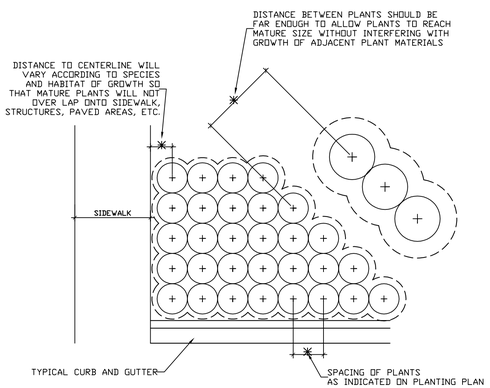


4 STRAIGHT TRUNK PALM DETAIL

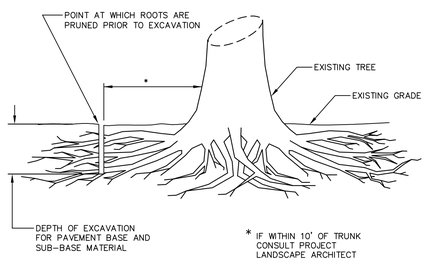


5 TYPICAL GROUND COVER PLANTING DETAIL

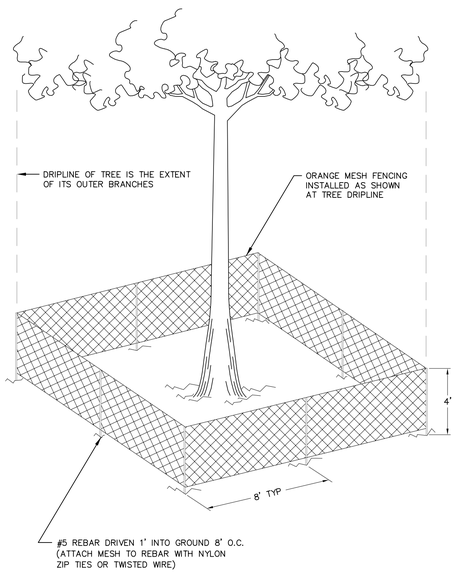




6 TYPICAL CONTAINER SPACING



7 ROOT PRUNING DETAIL



8 TREE BARRICADE DETAIL

NO.	DATE	APPR.	REVISION

CULLIVER DESIGN, INC.
Cara S. Culliver, AICP, ASLA
Certified Planner #AICP 026457
12 Crescent Lake Way
Ormond Beach, FL 32174
Phone (386) 871-5251
Certificate of Authorization
No. L19062000029

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
N.T.S.	CSC	CSC	CSC	07-04-23

BY DATE

LANDSCAPE DETAILS

ANASTASIA COURT PROPERTY

HOLLY HILL, FLORIDA

PROJECT NO. 1567

LA-2

1567_LANDET

Attachment: Center Street LS Plan (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

Anastasia Court Townhomes
Small Scale Comprehensive Plan Amendment

Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

1. APPLICANT INFORMATION

1.1 Applicant Name and Address

Ron & Lee, LLC

1.2 Primary Contact for Applicant

Yehuda Morali
3 Sweetmeadow Ct
Ormond Beach, FL 32174

1.3 Applicant's Authorized Representatives

Robert A. Merrell III, Esquire
Cobb Cole
149 S. Ridgewood Avenue
Daytona Beach, FL 32114
Office: 386/323-9263
Fax: 386/944-7955
Robert.Merrell@CobbCole.com

2. Property Information

2.1 Nature of Applicant's Interest

Applicant is the record owner of the proposed property.

2.2 Size of Property and Survey

The size of the Property is 2.11 +/- acres. See the copy of the Survey attached as Exhibit "A".

2.3 Legal Description

See Legal Description and copies of Property Appraiser Information Cards and Warranty Deed attached as Exhibit "B".

2.4 Parcel Identification Numbers

424419000050, 424419000040, 424419000001, 424419000030, 424419000020, 424419000010, 523715000070, 523715000090

2.5 General Location

The Property is generally located along Center Street in Holly Hill, Florida. See Location Map attached as Exhibit "C".

2.7 Access + Frontage

Street access and vehicular circulation will be provided via public and/or private rights of way within the Property. The Property has frontage on Center Street and Lillie Road.

3. Land Use Information

3.1 Aerial Photography

See Exhibit "D", attached.

3.2 Existing Development

The Property is currently made up of undeveloped land.

3.3 Current Zoning

The current zoning designation is R-2. See Existing Zoning Map attached as Exhibit "E". Applicant submitted an application to rezone the Property to PUD concurrently with this application, which is consistent with the City's Comprehensive Plan, as amended herein.

3.4 Future Land Use Map Designation

The current FLU designation is Low Density Residential. See Current Future Land Use Map attached as Exhibit "F."

3.5 Proposed Future Land Use Map Designation

The proposed FLU designation is "Low-Medium Density Residential." See Proposed Future Land Use Map attached as Exhibit "G".

3.6 Text-Specific Policy

A comprehensive plan amendment shall be allowed for parcels numbers 424419000050, 424419000040, 424419000001, 424419000030, 424419000020, 424419000010to change the future land use from the Low Density Residential to the Low-Medium Density Residential designation subject to a limitation on development of the site for townhome or single-family residential uses.

Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

4. Consistency and Compatibility

4.1 Consistency with Plan Goals, Policies and Objectives of the Volusia County Comprehensive Plan

The proposed amendment is consistent with several of the Goals, Policies and Objectives of the Comprehensive Plan, as outlined below.

Policy 1.2.12 - The City shall promote superior design for new development and redevelopment, and the inclusion of special amenities through the use of innovative development techniques which may include planned-unit development, mixed use development, cluster development, transfer of development rights, and density and intensity bonuses.

Policy 1.2.15 – The City shall enact and enforce zoning and other land development regulations in such a way as to provide transitional uses between areas of widely disparate land use density or intensity.

Objective 1.1 - The City shall continue to facilitate the private production of a housing supply, including adequate sites for mobile homes or manufactured housing and low and moderate income housing, which will meet future community needs and offset housing deficiencies as noted in this Element

Policy 1.1.1 - The City shall maintain sufficient residentially zoned land to accommodate the projected housing development with a reasonable degree of flexibility and choice in location, density, housing type and cost.

Policy 1.1.4 -Land use plan amendments which increase density shall occur in areas with few environmental constraints and where adequate public infrastructure and services exist.

Response: ***The proposed development utilizes the planned unit development process to allow for design of a townhome subdivision that will create a transitional residential use in an appropriate scale and location within the City. The development will create a range of housing types within the area supported by public services and utilities.***

4.2 Consistency with the Urban Sprawl Rule

Section 163.3177(6)(a)(9)(b), Florida Statutes, provides that plan amendments shall be determined to discourage the proliferation of urban sprawl if they incorporate a development pattern or urban form that achieves four or more of the following:

(I) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

Response: ***The proposed development is located along a City thoroughfare and directs growth in an area planned for urban services and away from environmentally sensitive areas.***

(II) Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

Response: ***The proposed development is located along a City thoroughfare and directs growth in an area planned for urban services.***

(III) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

Response: ***The proposed project is located in close proximity to existing support and transit services along Nova Road.***

(IV) Promotes conservation of water and energy.

Response: ***The proposed development will be built to modern standards inclusive of improved water and energy system maintenance.***

(V) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

Response: N/A

(VI) Preserves open space and natural lands and provides for public open space and recreation needs.

Response: N/A

(VII) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

Response: The proposed development utilizes the planned unit development process to allow for design of a townhome subdivision that will create a transitional residential use in an appropriate scale and location within the City. The development will create a range of housing types within the area supported by public services and utilities.

(VIII) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

***Response*: The proposed development utilizes the planned unit development process to allow for design of a townhome subdivision that will create a transitional residential use in an appropriate scale and location within the City. The development will create a range of housing types within the area supported by public services and utilities.**

The proposed amendment promotes a development pattern and urban form that achieves six of the preceding eight general policies. Accordingly, the proposed amendment exceeds the urban sprawl standards set forth in Section 163.3177(6)(a)(9)(b), Florida Statutes.

4.3 Land Use Compatibility Analysis

The proposed amendment seeks to amend a 2.11 +/- acre portion of the Holly Hill FLU Map to the Low-Medium Density Residential FLU provided for in the Comprehensive Plan. The proposed amendment will not negatively alter the character that exists in the area at the present time. The amendment is intended to allow for improved planning and coordination for development of the Property.

5. Concurrency Analysis

5.1 Traffic Data and Analysis –

Please see the attached "Exhibit H" prepared by Mark Dowst & Associates.

5.2 Utility Data and Analysis –

PRE-DEVELOPMENT WATER/SEWER DEMAND:

Average Water Demands: 12 Units x 350 GPD = 4,200 GPD

Peak Daily Flow = 4,200 GPD X 3 = 12,600 GPD

POST-DEVELOPMENT WATER/SEWER DEMAND:

Average Water Demands: 21 Units x 350 GPD = 7,350 GPD

Peak Daily Flow = 7,300 GPD X 3 = 22,050 GPD

6. Environmental Analysis

Please see the attached "Exhibit J" and "Exhibit I" illustrating environmental site features, prepared by Mark Dowst & Associates.

7. Conclusion –

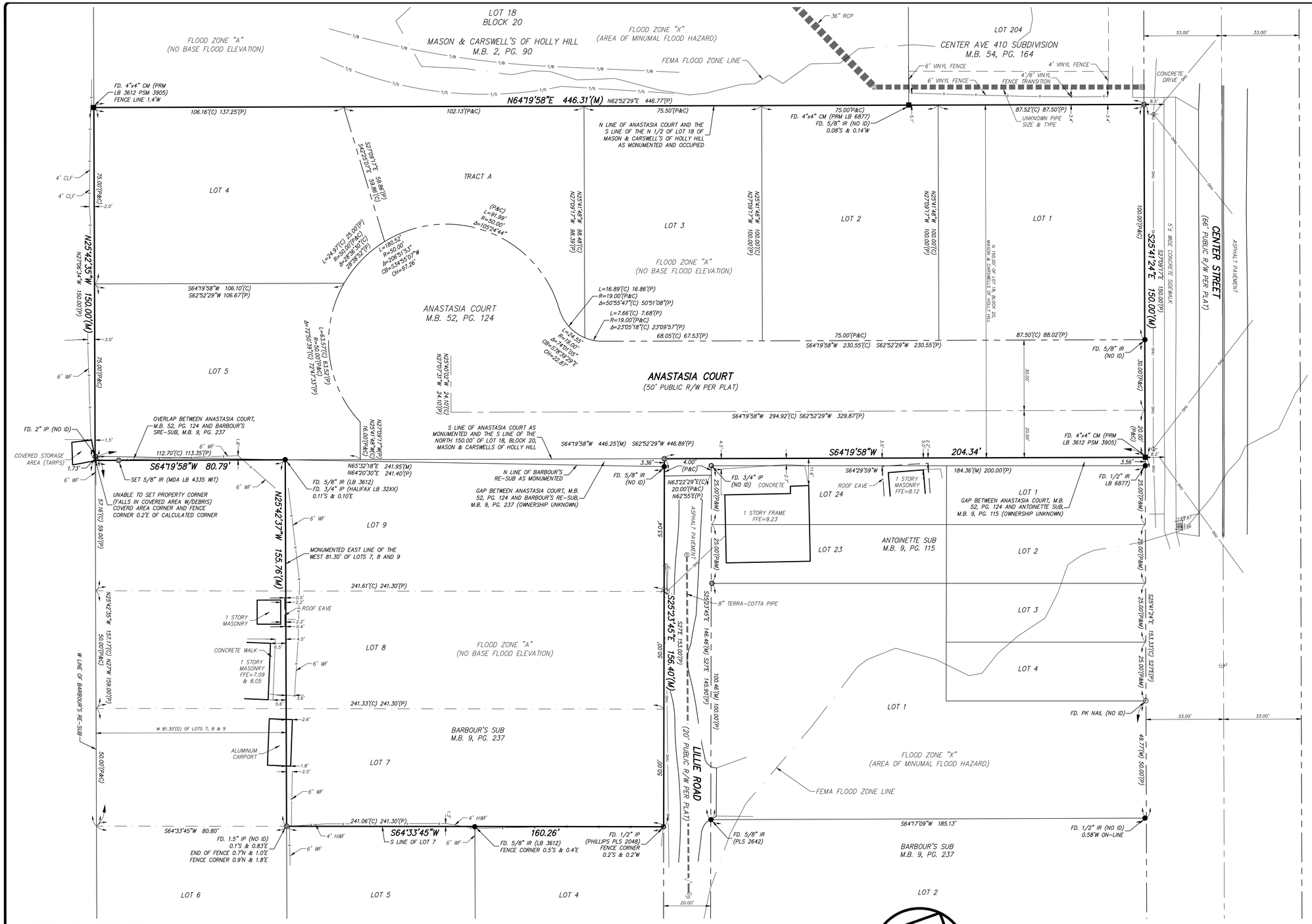
The proposed amendment is consistent with the Holly Hill Comprehensive Plan as detailed herein. The amendment will permit the efficient integration of planning and management of the Property. The amendment will allow residential uses in an appropriate location where it will be consistent with surrounding uses.

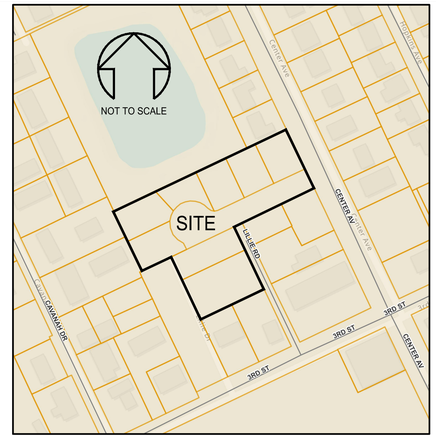
Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

EXHIBIT A

SURVEY

Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)





VICINITY MAP

LEGAL DESCRIPTION:

(ACCORDING TO OFFICIAL RECORDS BOOK 5868, PAGE 4194, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.)

LOT 7, 8, AND 9, EXCEPT THE WESTERLY 81.3 FEET THEREOF, BARBOURS RE-SUB, IN LOT 18, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 9, PAGE(S) 237, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

THE NORTHERLY 150 FEET OF THE SOUTH 1/2 OF LOT 18, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE(S) 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE GRID COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), WITH A BEARING OF S25°41'24"E ALONG THE WESTERLY RIGHT-OF-WAY LINE OF CENTER STREET.
2. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
3. THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE "A" (WITHOUT BASE FLOOD ELEVATION (BFE)) AS SCALED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) NO. 12127C0356J, VOLUSIA COUNTY, FLORIDA, EFFECTIVE DATE OF 09/29/2017.
4. UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY. THOSE SHOWN HEREON WERE OBTAINED FROM ABOVE GROUND EVIDENCE AND/OR STRUCTURE DETAILS.
5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD BY THIS FIRM.
6. THERE MAY BE ADDITIONAL MATTERS AFFECTING THIS PROPERTY THAT EXIST IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
7. NORTH-SOUTH AND EAST-WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.
8. WETLAND AREAS, IF ANY, WERE NOT ADDRESSED AS A PART OF THIS SURVEY.
9. THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (COMMERCIAL/HIGH RISK) 1 FOOT IN 10,000 FEET.
10. THE REVIEW OF THE PLAT FOR ANASTASIA COURT, RECORDED IN MAP BOOK 52, PAGE 124, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY REVEALED THAT THE OVERALL PLAT DIMENSIONS DID NOT MATCH THE SUM OF DISTANCES FOR THE LOTS ALONG THE NORTH AND SOUTH LINES. THE ERROR IN DISTANCES WAS TAKEN FROM LOTS 4 AND 5. THERE ARE OTHER DISTANCE INCONSISTENCIES AND TYPOS IN THE PLAT AS WELL.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LEE H. DOWST. P.L.S. NO. 6860
www.mdaeng.com

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LEGEND AND ABBREVIATIONS:

( )	PLAT/DEED	L	ARC LENGTH
±	MORE OR LESS	LB	LICENSED BUSINESS
AC	ACRES	M.B.	MAP BOOK
A/C	AIR CONDITIONER	MES	MITERED END SECTION
BWF	BARBED-WIRE FENCE	NAVD 88	NORTH AMERICAN VERTICAL DATUM OF 1988
C&G	CURB & GUTTER	N/D	NAIL & DISK
CB	CHORD BEARING	NO.	NUMBER
CH	CHORD DISTANCE	(NR)	NON-RADIAL
℄	CENTER LINE	O.R.B.	OFFICIAL RECORDS BOOK
CLF	CHAIN-LINK FENCE	OHU	OVER-HEAD UTILITIES
CM	CONCRETE MONUMENT	P.B.	PLAT BOOK
CMP	CORRUGATED METAL PIPE	PC	POINT OF CURVATURE
FIRM	FLOOD (FLORIDA) INSURANCE RATE MAP	PCP	PERMANENT CONTROL POINT
FNC	FENCE	PG(S).	PAGE/PAGES
FD.	FOUND	PLS	PROFESSIONAL LAND SURVEYOR
HWF	HOG-WIRE FENCE	PRC	POINT OF REVERSE CURVATURE
ID	IDENTIFICATION	PRM	PERMANENT REFERENCE MONUMENT
INV	INVERT ELEVATION	PSM	PROFESSIONAL SURVEYOR MAPPER
IP	IRON PIPE	PT	POINT OF TANGENCY
IR	IRON ROD	PVC	POLYVINYL CHLORIDE PIPE
R	RADIUS		
(R)	RADIAL		
R/W	RIGHT OF WAY		
RCP	REINFORCED CONCRETE PIPE		
SEC	SECTION-TOWNSHIP-RANGE		
Δ	CENTRAL ANGLE		
T/B	APPROXIMATE TOP OF BANK		
T/S	APPROXIMATE TOE OF SLOPE		
TBM	TEMPORARY BENCH MARK		
U.E.	UTILITY EASEMENT		
(TYP)	TYPICAL		
WF	WOOD FENCE		
W/	WITH		
WV	WATER VALVE		
IRR	IRRIGATION CONTROL VALVE		
SSV	SANITARY SEWER VALVE		
AR	AIR RELEASE VALVE		
CO	CLEAN OUT		
GV	GAS VALVE		
BFP	BACK FLOW PREVENTOR		
FH	FIRE HYDRANT		
	FIRE PLUG/CONNECTION		GAS METER
	SINGLE POLE SIGN		TELEPHONE JUNCTION BOX
	DOUBLE POLE SIGN		WATER METER
	BOLLARD		UTILITY VAULT
	CENTRAL ANGLE		WOOD UTILITY POLE
	BREAK LINE		CONCRETE UTILITY POLE
	SET 4"x4" CM (LB 4335)		METAL UTILITY POLE
	FOUND 4"x4" CM (AS NOTED)		GUY POLE
	SET N/D (LB 4335)		GUY ANCHOR
	FOUND N/D (AS NOTED)		LIGHT POLE
	SET 5/8" IRC (LB 4335)		GUTTER INLET/GRATE
	FOUND IRON ROD (AS NOTED)		CATCH BASIN/YARD DRAIN
	FOUND IRON PIPE (AS NOTED)		STORM MANHOLE
	FOUND PK NAIL (NO ID)		SANITARY MANHOLE
	AIR CONDITIONER		WELL
	ELECTRIC PANEL		FIBER-OPTIC CABLE MARKER
	CABLE TELEVISION RISER BOX		GAS LINE MARKER
	ELECTRIC METER		MITERED END SECTION
	ELECTRIC JUNCTION BOX		
	FIBER-OPTIC JUNCTION BOX		

REVISIONS				
F.B. / PG.	DATE	BY	DESCRIPTION	CKD

MARK DOWST & ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS LB#4335
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386-258-7999

BOUNDARY SURVEY					PROJECT # 1567
DRAWN BY: LAT	DRAW DATE: 11/15/22	CHECKED BY: LHD	SCALE: 1" = 20'	FILE NAME: 1567_surbase.dwg	
CREW: SC,JB,JY	FIELD DATE: 11/07/22	F.B./PG.: 244/20,23,26-27,33-34,37,41			SHEET 1 OF 1

Drawing Name: H:\DWGS\1567 Center Ave_Survey\Civil 3D\1567_surbase.dwg Nov 21, 2022 12:10pm

Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

EXHIBIT B

PROPERTY APPRAISER INFORMATION CARDS AND DEEDS

Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

Volusia County Property Appraiser
LARRY BARTLETT, JD, CFA
We Value Volusia

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

Alternate Key:	6536775
Parcel ID:	424419000050
Township-Range-Section:	14 - 32 - 44
Subdivision-Block-Lot:	19 - 00 - 0050
Business Name:	
Owner(s):	RON & LEE LLC - 100%
Mailing Address On File:	3 SWEETMEADOW CT ORMOND BEACH FL 32174
Physical Address:	ANASTASIA CT, HOLLY HILL 32117
Building Count:	0
Neighborhood:	2002 - MASON & CARSWELL HOLLY HILL
Subdivision Name:	ANASTASIA COURT
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2022 Final Millage Rate:	18.7895
Homestead Property:	No
Agriculture Classification:	No
Short Description:	LOT 5 ANASTASIA COURT MB 52 PG 124 PER OR 5868 PG 4194

Property Values

Tax Year:	2023 Working	2022 Final	2021 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	$0	$0	$0
Land Value:	$15,000	$15,000	$8,900
Just/Market Value:	$15,000	$15,000	$8,900

Working Tax Roll Values by Taxing Authority

Values shown below are the 2023 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2022 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

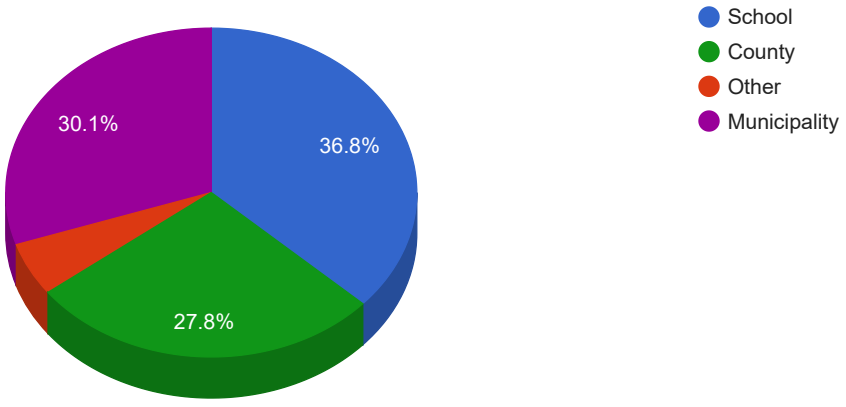
Tax Authority		Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$15,000	$15,000	$0	$15,000	1.5000	$22.50
0012	DISCRETIONARY	$15,000	$15,000	$0	$15,000	0.7480	$11.22
0011	REQ LOCAL EFFORT	$15,000	$15,000	$0	$15,000	3.2340	$48.51
0050	GENERAL FUND	$15,000	$10,769	$4,231	$10,769	4.8499	$52.23
0055	LIBRARY	$15,000	$10,769	$4,231	$10,769	0.4635	$4.99
0520	MOSQUITO CONTROL	$15,000	$10,769	$4,231	$10,769	0.1781	$1.92
0530	PONCE INLET PORT AUTHORITY	$15,000	$10,769	$4,231	$10,769	0.0760	$0.82
0058	VOLUSIA ECHO	$15,000	$10,769	$4,231	$10,769	0.2000	$2.15
0057	VOLUSIA FOREVER	$15,000	$10,769	$4,231	$10,769	0.2000	$2.15
0065	FLORIDA INLAND NAVIGATION DISTRICT	$15,000	$10,769	$4,231	$10,769	0.0320	$0.34
0100	HALIFAX HOSPITAL AUTHORITY	$15,000	$10,769	$4,231	$10,769	0.8606	$9.27
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$15,000	$10,769	$4,231	$10,769	0.1974	$2.13
0200	HOLLY HILL	$15,000	$10,769	$4,231	$10,769	6.2500	$67.31
						18.7895	$225.54

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount

Estimated Ad Valorem Tax:	$225.54
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$225.54**
Estimated Tax Amount without SOH/10CAP ⓘ	$281.84

Where your tax dollars are going:



Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2022	$15,000	$0	$15,000	$9,790	$0	$9,790	$0
2021	$8,900	$0	$8,900	$8,900	$0	$8,900	$0
2020	$8,900	$0	$8,900	$8,900	$0	$8,900	$0
2019	$8,900	$0	$8,900	$8,470	$0	$8,470	$0
2018	$8,900	$0	$8,900	$7,700	$0	$7,700	$0
2017	$7,000	$0	$7,000	$7,000	$0	$7,000	$0
2016	$7,000	$0	$7,000	$7,000	$0	$7,000	$0
2015	$6,600	$0	$6,600	$6,600	$0	$6,600	$0
2014	$6,600	$0	$6,600	$6,600	$0	$6,600	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0001-VAC PVD THRU .49 AC	N	U-UNIT	1					15,000	$15,000

Total Land Value: $15,000

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value

Total Miscellaneous Value: $0

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved	Sale Price
5868 / 4194	2006172792	07/03/2006	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$320,000

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
LOT 5 ANASTASIA COURT MB 52 PG 124 PER OR 5868 PG 4194	203	14 - 32 - 44	19 - 00 - 0050	02-DEC-05

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount

Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

Alternate Key:	6536767
Parcel ID:	424419000040
Township-Range-Section:	14 - 32 - 44
Subdivision-Block-Lot:	19 - 00 - 0040
Business Name:	
Owner(s):	RON & LEE LLC - 100%
Mailing Address On File:	3 SWEETMEADOW CT ORMOND BEACH FL 32174
Physical Address:	ANASTASIA CT, HOLLY HILL 32117
Building Count:	0
Neighborhood:	2002 - MASON & CARSWELL HOLLY HILL
Subdivision Name:	ANASTASIA COURT
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2022 Final Millage Rate:	18.7895
Homestead Property:	No
Agriculture Classification:	No
Short Description:	LOT 4 ANASTASIA COURT MB 52 PG 124 PER OR 5868 PG 4194

Property Values

Tax Year:	2023 Working	2022 Final	2021 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	$0	$0	$0
Land Value:	$15,000	$15,000	$8,900
Just/Market Value:	$15,000	$15,000	$8,900

Working Tax Roll Values by Taxing Authority

Values shown below are the 2023 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2022 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

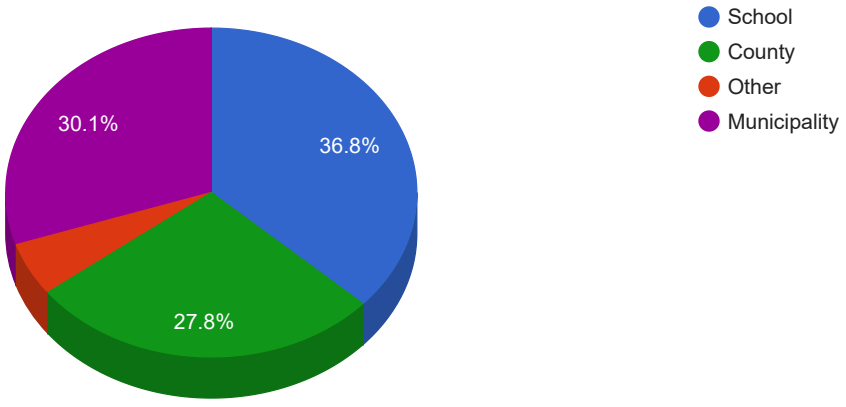
Tax Authority		Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$15,000	$15,000	$0	$15,000	1.5000	$22.50
0012	DISCRETIONARY	$15,000	$15,000	$0	$15,000	0.7480	$11.22
0011	REQ LOCAL EFFORT	$15,000	$15,000	$0	$15,000	3.2340	$48.51
0050	GENERAL FUND	$15,000	$10,769	$4,231	$10,769	4.8499	$52.23
0055	LIBRARY	$15,000	$10,769	$4,231	$10,769	0.4635	$4.99
0520	MOSQUITO CONTROL	$15,000	$10,769	$4,231	$10,769	0.1781	$1.92
0530	PONCE INLET PORT AUTHORITY	$15,000	$10,769	$4,231	$10,769	0.0760	$0.82
0058	VOLUSIA ECHO	$15,000	$10,769	$4,231	$10,769	0.2000	$2.15
0057	VOLUSIA FOREVER	$15,000	$10,769	$4,231	$10,769	0.2000	$2.15
0065	FLORIDA INLAND NAVIGATION DISTRICT	$15,000	$10,769	$4,231	$10,769	0.0320	$0.34
0100	HALIFAX HOSPITAL AUTHORITY	$15,000	$10,769	$4,231	$10,769	0.8606	$9.27
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$15,000	$10,769	$4,231	$10,769	0.1974	$2.13
0200	HOLLY HILL	$15,000	$10,769	$4,231	$10,769	6.2500	$67.31
						18.7895	$225.54

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount

Estimated Ad Valorem Tax:	$225.54
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$225.54**
Estimated Tax Amount without SOH/10CAP ⓘ	$281.84

Where your tax dollars are going:



Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2022	$15,000	$0	$15,000	$9,790	$0	$9,790	$0
2021	$8,900	$0	$8,900	$8,900	$0	$8,900	$0
2020	$8,900	$0	$8,900	$8,900	$0	$8,900	$0
2019	$8,900	$0	$8,900	$8,470	$0	$8,470	$0
2018	$8,900	$0	$8,900	$7,700	$0	$7,700	$0
2017	$7,000	$0	$7,000	$7,000	$0	$7,000	$0
2016	$7,000	$0	$7,000	$7,000	$0	$7,000	$0
2015	$6,600	$0	$6,600	$6,600	$0	$6,600	$0
2014	$6,600	$0	$6,600	$6,600	$0	$6,600	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0001-VAC PVD THRU .49 AC	N	U-UNIT	1					15,000	$15,000

Total Land Value: $15,000

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value

Total Miscellaneous Value: $0

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved	Sale Price
5868 / 4194	2006172792	07/03/2006	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$320,000

Property Description

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Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
LOT 4 ANASTASIA COURT MB 52 PG 124 PER OR 5868 PG 4194	203	14 - 32 - 44	19 - 00 - 0040	02-DEC-05

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount

Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

Alternate Key:	6536724
Parcel ID:	424419000001
Township-Range-Section:	14 - 32 - 44
Subdivision-Block-Lot:	19 - 00 - 0001
Business Name:	
Owner(s):	RON & LEE LLC - 100%
Mailing Address On File:	3 SWEETMEADOW CT ORMOND BEACH FL 32174
Physical Address:	ANASTASIA CT, HOLLY HILL 32117
Building Count:	0
Neighborhood:	2002 - MASON & CARSWELL HOLLY HILL
Subdivision Name:	ANASTASIA COURT
Property Use:	0900 - RES COMMON ELEMENTS
Tax District:	203-HOLLY HILL
2022 Final Millage Rate:	18.7895
Homestead Property:	No
Agriculture Classification:	No
Short Description:	COMMON AREA FOR ANASTASIA COURT MB 52 PG 124 PER OR 5868 PG 4194

Property Values

Tax Year:	2023 Working	2022 Final	2021 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	$0	$0	$0
Land Value:	$0	$0	$1
Just/Market Value:			

Working Tax Roll Values by Taxing Authority

Values shown below are the 2023 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2022 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority		Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$0	$0	$0	$0	1.5000	$0.00
0012	DISCRETIONARY	$0	$0	$0	$0	0.7480	$0.00
0011	REQ LOCAL EFFORT	$0	$0	$0	$0	3.2340	$0.00
0050	GENERAL FUND	$0	$0	$0	$0	4.8499	$0.00
0055	LIBRARY	$0	$0	$0	$0	0.4635	$0.00
0520	MOSQUITO CONTROL	$0	$0	$0	$0	0.1781	$0.00
0530	PONCE INLET PORT AUTHORITY	$0	$0	$0	$0	0.0760	$0.00
0058	VOLUSIA ECHO	$0	$0	$0	$0	0.2000	$0.00
0057	VOLUSIA FOREVER	$0	$0	$0	$0	0.2000	$0.00
0065	FLORIDA INLAND NAVIGATION DISTRICT	$0	$0	$0	$0	0.0320	$0.00
0100	HALIFAX HOSPITAL AUTHORITY	$0	$0	$0	$0	0.8606	$0.00
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$0	$0	$0	$0	0.1974	$0.00
0200	HOLLY HILL	$0	$0	$0	$0	6.2500	$0.00
						18.7895	$0.00

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount

Estimated Ad Valorem Tax:	$0.00
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$0.00**
Estimated Tax Amount without SOH/10CAP ⓘ	$0.00

Where your tax dollars are going:

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Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2022	$0	$0	$0	$0	$0	$0	$0
2021	$1	$0	$1	$1	$0	$1	$0
2020	$1	$0	$1	$1	$0	$1	$0
2019	$1	$0	$1	$1	$0	$1	$0
2018	$1	$0	$1	$1	$0	$1	$0
2017	$1	$0	$1	$1	$0	$1	$0
2016	$1	$0	$1	$1	$0	$1	$0
2015	$1	$0	$1	$1	$0	$1	$0
2014	$1	$0	$1	$1	$0	$1	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0997-RES - COMMON AREA	N	U-UNIT	1					0	$0

Total Land Value: $0

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value

Total Miscellaneous Value: $0

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved	Sale Price
5868 / 4194	2006172792	07/03/2006	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$320,000

Property Description

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Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
COMMON AREA FOR ANASTASIA COURT MB 52 PG 124 PER OR 5868 PG 4194	203	14 - 32 - 44	19 - 00 - 0001	02-DEC-05

Permit Summary

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Date	Number	Description	Amount

Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

Volusia County Property Appraiser
LARRY BARTLETT, JD, CFA
We Value Volusia

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

Alternate Key:	6536759
Parcel ID:	424419000030
Township-Range-Section:	14 - 32 - 44
Subdivision-Block-Lot:	19 - 00 - 0030
Business Name:	
Owner(s):	RON & LEE LLC - 100%
Mailing Address On File:	3 SWEETMEADOW CT ORMOND BEACH FL 32174
Physical Address:	ANASTASIA CT, HOLLY HILL 32117
Building Count:	0
Neighborhood:	2002 - MASON & CARSWELL HOLLY HILL
Subdivision Name:	ANASTASIA COURT
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2022 Final Millage Rate:	18.7895
Homestead Property:	No
Agriculture Classification:	No
Short Description:	LOT 3 ANASTASIA COURT MB 52 PG 124 PER OR 5868 PG 4194

Property Values

Tax Year:	2023 Working	2022 Final	2021 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	$0	$0	$0
Land Value:	$15,000	$15,000	$8,900
Just/Market Value:	$15,000	$15,000	$8,900

Working Tax Roll Values by Taxing Authority

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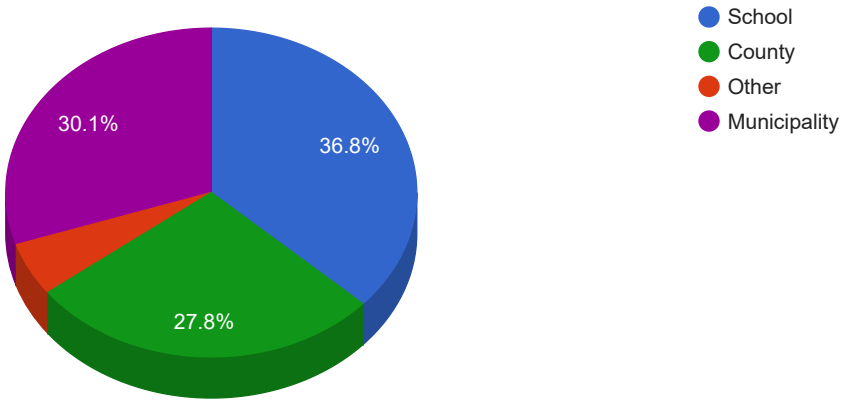
Tax Authority		Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$15,000	$15,000	$0	$15,000	1.5000	$22.50
0012	DISCRETIONARY	$15,000	$15,000	$0	$15,000	0.7480	$11.22
0011	REQ LOCAL EFFORT	$15,000	$15,000	$0	$15,000	3.2340	$48.51
0050	GENERAL FUND	$15,000	$10,769	$4,231	$10,769	4.8499	$52.23
0055	LIBRARY	$15,000	$10,769	$4,231	$10,769	0.4635	$4.99
0520	MOSQUITO CONTROL	$15,000	$10,769	$4,231	$10,769	0.1781	$1.92
0530	PONCE INLET PORT AUTHORITY	$15,000	$10,769	$4,231	$10,769	0.0760	$0.82
0058	VOLUSIA ECHO	$15,000	$10,769	$4,231	$10,769	0.2000	$2.15
0057	VOLUSIA FOREVER	$15,000	$10,769	$4,231	$10,769	0.2000	$2.15
0065	FLORIDA INLAND NAVIGATION DISTRICT	$15,000	$10,769	$4,231	$10,769	0.0320	$0.34
0100	HALIFAX HOSPITAL AUTHORITY	$15,000	$10,769	$4,231	$10,769	0.8606	$9.27
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$15,000	$10,769	$4,231	$10,769	0.1974	$2.13
0200	HOLLY HILL	$15,000	$10,769	$4,231	$10,769	6.2500	$67.31
						18.7895	$225.54

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount

Estimated Ad Valorem Tax:	$225.54
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$225.54**
Estimated Tax Amount without SOH/10CAP ⓘ	$281.84

Where your tax dollars are going:



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Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2022	$15,000	$0	$15,000	$9,790	$0	$9,790	$0
2021	$8,900	$0	$8,900	$8,900	$0	$8,900	$0
2020	$8,900	$0	$8,900	$8,900	$0	$8,900	$0
2019	$8,900	$0	$8,900	$8,470	$0	$8,470	$0
2018	$8,900	$0	$8,900	$7,700	$0	$7,700	$0
2017	$7,000	$0	$7,000	$7,000	$0	$7,000	$0
2016	$7,000	$0	$7,000	$7,000	$0	$7,000	$0
2015	$6,600	$0	$6,600	$6,600	$0	$6,600	$0
2014	$6,600	$0	$6,600	$6,600	$0	$6,600	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0001-VAC PVD THRU .49 AC	N	U-UNIT	1					15,000	$15,000

Total Land Value: $15,000

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value

Total Miscellaneous Value: $0

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved	Sale Price
5868 / 4194	2006172792	07/03/2006	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$320,000

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
LOT 3 ANASTASIA COURT MB 52 PG 124 PER OR 5868 PG 4194	203	14 - 32 - 44	19 - 00 - 0030	02-DEC-05

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount

Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

Volusia County Property Appraiser
LARRY BARTLETT, JD, CFA
We Value Volusia

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

Alternate Key:	6536741
Parcel ID:	424419000020
Township-Range-Section:	14 - 32 - 44
Subdivision-Block-Lot:	19 - 00 - 0020
Business Name:	
Owner(s):	RON & LEE LLC - 100%
Mailing Address On File:	3 SWEETMEADOW CT ORMOND BEACH FL 32174
Physical Address:	ANASTASIA CT, HOLLY HILL 32117
Building Count:	0
Neighborhood:	2002 - MASON & CARSWELL HOLLY HILL
Subdivision Name:	ANASTASIA COURT
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2022 Final Millage Rate:	18.7895
Homestead Property:	No
Agriculture Classification:	No
Short Description:	LOT 2 ANASTASIA COURT MB 52 PG 124 PER OR 5868 PG 4194

Property Values

Tax Year:	2023 Working	2022 Final	2021 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	$0	$0	$0
Land Value:	$15,000	$15,000	$8,900
Just/Market Value:	$15,000	$15,000	$8,900

Working Tax Roll Values by Taxing Authority

Values shown below are the 2023 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2022 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

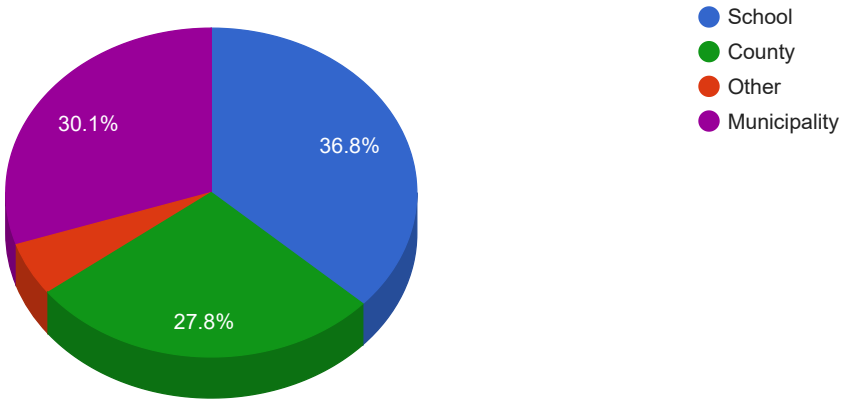
Tax Authority		Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$15,000	$15,000	$0	$15,000	1.5000	$22.50
0012	DISCRETIONARY	$15,000	$15,000	$0	$15,000	0.7480	$11.22
0011	REQ LOCAL EFFORT	$15,000	$15,000	$0	$15,000	3.2340	$48.51
0050	GENERAL FUND	$15,000	$10,769	$4,231	$10,769	4.8499	$52.23
0055	LIBRARY	$15,000	$10,769	$4,231	$10,769	0.4635	$4.99
0520	MOSQUITO CONTROL	$15,000	$10,769	$4,231	$10,769	0.1781	$1.92
0530	PONCE INLET PORT AUTHORITY	$15,000	$10,769	$4,231	$10,769	0.0760	$0.82
0058	VOLUSIA ECHO	$15,000	$10,769	$4,231	$10,769	0.2000	$2.15
0057	VOLUSIA FOREVER	$15,000	$10,769	$4,231	$10,769	0.2000	$2.15
0065	FLORIDA INLAND NAVIGATION DISTRICT	$15,000	$10,769	$4,231	$10,769	0.0320	$0.34
0100	HALIFAX HOSPITAL AUTHORITY	$15,000	$10,769	$4,231	$10,769	0.8606	$9.27
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$15,000	$10,769	$4,231	$10,769	0.1974	$2.13
0200	HOLLY HILL	$15,000	$10,769	$4,231	$10,769	6.2500	$67.31
						18.7895	$225.54

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount

Estimated Ad Valorem Tax:	$225.54
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$225.54**
Estimated Tax Amount without SOH/10CAP ⓘ	$281.84

Where your tax dollars are going:



Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2022	$15,000	$0	$15,000	$9,790	$0	$9,790	$0
2021	$8,900	$0	$8,900	$8,900	$0	$8,900	$0
2020	$8,900	$0	$8,900	$8,900	$0	$8,900	$0
2019	$8,900	$0	$8,900	$8,470	$0	$8,470	$0
2018	$8,900	$0	$8,900	$7,700	$0	$7,700	$0
2017	$7,000	$0	$7,000	$7,000	$0	$7,000	$0
2016	$7,000	$0	$7,000	$7,000	$0	$7,000	$0
2015	$6,600	$0	$6,600	$6,600	$0	$6,600	$0
2014	$6,600	$0	$6,600	$6,600	$0	$6,600	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0001-VAC PVD THRU .49 AC	N	U-UNIT	1					15,000	$15,000

Total Land Value: $15,000

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value

Total Miscellaneous Value: $0

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved	Sale Price
5868 / 4194	2006172792	07/03/2006	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$320,000

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
LOT 2 ANASTASIA COURT MB 52 PG 124 PER OR 5868 PG 4194	203	14 - 32 - 44	19 - 00 - 0020	02-DEC-05

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount

Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

Alternate Key:	6536732
Parcel ID:	424419000010
Township-Range-Section:	14 - 32 - 44
Subdivision-Block-Lot:	19 - 00 - 0010
Business Name:	
Owner(s):	RON & LEE LLC - 100%
Mailing Address On File:	3 SWEETMEADOW CT ORMOND BEACH FL 32174
Physical Address:	ANASTASIA CT, HOLLY HILL 32117
Building Count:	0
Neighborhood:	2002 - MASON & CARSWELL HOLLY HILL
Subdivision Name:	ANASTASIA COURT
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2022 Final Millage Rate:	18.7895
Homestead Property:	No
Agriculture Classification:	No
Short Description:	LOT 1 ANASTASIA COURT MB 52 PG 124 PER OR 5868 PG 4194

Property Values

Tax Year:	2023 Working	2022 Final	2021 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	$0	$0	$0
Land Value:	$15,000	$15,000	$8,900
Just/Market Value:	$15,000	$15,000	$8,900

Working Tax Roll Values by Taxing Authority

Values shown below are the 2023 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2022 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

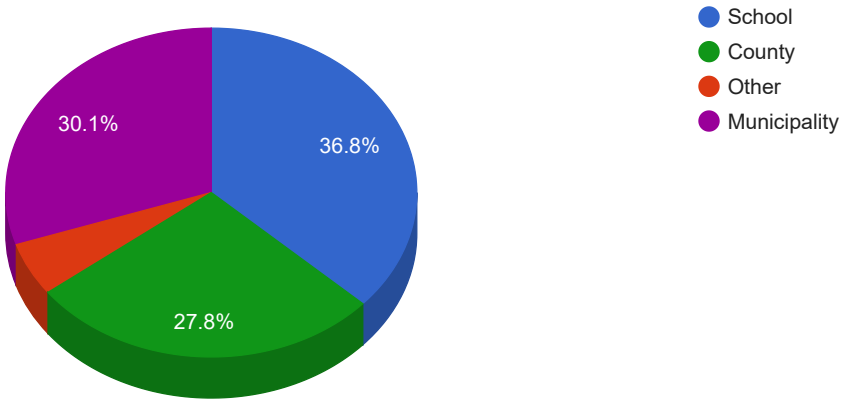
Tax Authority		Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$15,000	$15,000	$0	$15,000	1.5000	$22.50
0012	DISCRETIONARY	$15,000	$15,000	$0	$15,000	0.7480	$11.22
0011	REQ LOCAL EFFORT	$15,000	$15,000	$0	$15,000	3.2340	$48.51
0050	GENERAL FUND	$15,000	$10,769	$4,231	$10,769	4.8499	$52.23
0055	LIBRARY	$15,000	$10,769	$4,231	$10,769	0.4635	$4.99
0520	MOSQUITO CONTROL	$15,000	$10,769	$4,231	$10,769	0.1781	$1.92
0530	PONCE INLET PORT AUTHORITY	$15,000	$10,769	$4,231	$10,769	0.0760	$0.82
0058	VOLUSIA ECHO	$15,000	$10,769	$4,231	$10,769	0.2000	$2.15
0057	VOLUSIA FOREVER	$15,000	$10,769	$4,231	$10,769	0.2000	$2.15
0065	FLORIDA INLAND NAVIGATION DISTRICT	$15,000	$10,769	$4,231	$10,769	0.0320	$0.34
0100	HALIFAX HOSPITAL AUTHORITY	$15,000	$10,769	$4,231	$10,769	0.8606	$9.27
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$15,000	$10,769	$4,231	$10,769	0.1974	$2.13
0200	HOLLY HILL	$15,000	$10,769	$4,231	$10,769	6.2500	$67.31
						18.7895	$225.54

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount

Estimated Ad Valorem Tax:	$225.54
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$225.54**
Estimated Tax Amount without SOH/10CAP ⓘ	$281.84

Where your tax dollars are going:



Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2022	$15,000	$0	$15,000	$9,790	$0	$9,790	$0
2021	$8,900	$0	$8,900	$8,900	$0	$8,900	$0
2020	$8,900	$0	$8,900	$8,900	$0	$8,900	$0
2019	$8,900	$0	$8,900	$8,470	$0	$8,470	$0
2018	$8,900	$0	$8,900	$7,700	$0	$7,700	$0
2017	$7,000	$0	$7,000	$7,000	$0	$7,000	$0
2016	$7,000	$0	$7,000	$7,000	$0	$7,000	$0
2015	$6,600	$0	$6,600	$6,600	$0	$6,600	$0
2014	$6,600	$0	$6,600	$6,600	$0	$6,600	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0001-VAC PVD THRU .49 AC	N	U-UNIT	1					15,000	$15,000

Total Land Value: $15,000

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value

Total Miscellaneous Value: $0

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved	Sale Price
5868 / 4194	2006172792	07/03/2006	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$320,000

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
LOT 1 ANASTASIA COURT MB 52 PG 124 PER OR 5868 PG 4194	203	14 - 32 - 44	19 - 00 - 0010	02-DEC-05

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount

Attachment: Application Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

Alternate Key:	3267940
Parcel ID:	523715000090
Township-Range-Section:	15 - 32 - 37
Subdivision-Block-Lot:	15 - 00 - 0090
Business Name:	
Owner(s):	RON & LEE LLC - FS - Fee Simple - 100%
Mailing Address On File:	3 SWEETMEADOW CT ORMOND BEACH FL 32174
Physical Address:	LILLIE RD, HOLLY HILL 32117
Building Count:	0
Neighborhood:	2104 - WOLFF SUB 5237-11 DUBBERLY
Subdivision Name:	BARBOURS RESUB
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2022 Final Millage Rate:	18.7895
Homestead Property:	No
Agriculture Classification:	No
Short Description:	LOT 9 EXC W 81.3 FT BARBOURS SUB BLK 20 M & C HOLLY HILL MB 2 PG 90 PER OR 4541 PG 2596 PER OR 5713 PGS 1983-1984 PER OR 5868 PG 4194

Property Values

	2023 Working	2022 Final	2021 Final
Tax Year:			
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	$0	$0	$0
Land Value:	$7,563	$7,563	$5,596
Just/Market Value:	$7,563	$7,563	$5,596

Working Tax Roll Values by Taxing Authority

Values shown below are the 2023 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2022 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority		Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$7,563	$7,563	$0	$7,563	1.5000	$11.34
0012	DISCRETIONARY	$7,563	$7,563	$0	$7,563	0.7480	$5.66
0011	REQ LOCAL EFFORT	$7,563	$7,563	$0	$7,563	3.2340	$24.46
0050	GENERAL FUND	$7,563	$5,625	$1,938	$5,625	4.8499	$27.28
0055	LIBRARY	$7,563	$5,625	$1,938	$5,625	0.4635	$2.61
0520	MOSQUITO CONTROL	$7,563	$5,625	$1,938	$5,625	0.1781	$1.00
0530	PONCE INLET PORT AUTHORITY	$7,563	$5,625	$1,938	$5,625	0.0760	$0.43
0058	VOLUSIA ECHO	$7,563	$5,625	$1,938	$5,625	0.2000	$1.13
0057	VOLUSIA FOREVER	$7,563	$5,625	$1,938	$5,625	0.2000	$1.13
0065	FLORIDA INLAND NAVIGATION DISTRICT	$7,563	$5,625	$1,938	$5,625	0.0320	$0.18
0100	HALIFAX HOSPITAL AUTHORITY	$7,563	$5,625	$1,938	$5,625	0.8606	$4.84
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$7,563	$5,625	$1,938	$5,625	0.1974	$1.11
0200	HOLLY HILL	$7,563	$5,625	$1,938	$5,625	6.2500	$35.16
						18.7895	$116.32

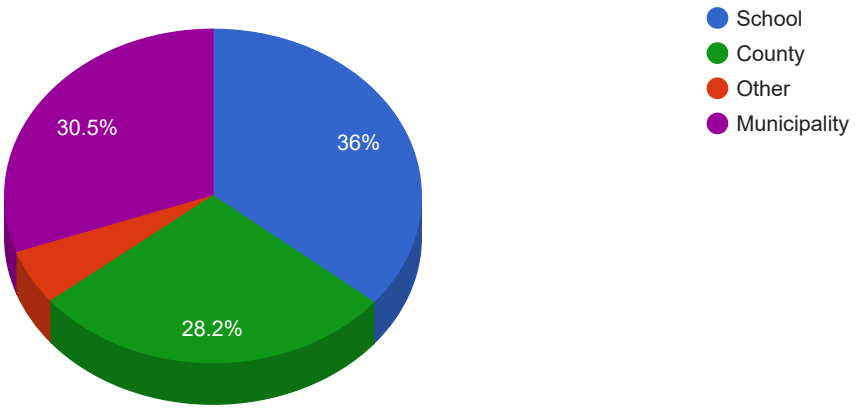
Non-Ad Valorem Assessments

Project	#Units	Rate	Amount

Estimated Ad Valorem Tax:	$116.32
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$116.32**
Estimated Tax Amount without SOH/10CAP ⓘ	$142.10

Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

Where your tax dollars are going:



Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2022	$7,563	$0	$7,563	$5,114	$0	$5,114	$0
2021	$5,596	$0	$5,596	$4,649	$0	$4,649	$0
2020	$4,386	$0	$4,386	$4,226	$0	$4,226	$0
2019	$4,386	$0	$4,386	$3,842	$0	$3,842	$0
2018	$4,084	$0	$4,084	$3,493	$0	$3,493	$0
2017	$3,176	$0	$3,175	$3,175	$0	$3,175	$0
2016	$3,326	$0	$3,326	$3,326	$0	$3,326	$0
2015	$3,326	$0	$3,326	$3,326	$0	$3,326	$0
2014	$6,653	$0	$6,653	$6,653	$0	$6,653	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0001-VAC PVD THRU .49 AC	N	F-FRONT FOOT				55.0	160	250	$7,563
									Total Land Value:	$7,563

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
					Total Miscellaneous Value:	$0

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved	Sale Price
5868 / 4194	2006172792	07/03/2006	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$320,000
5713 / 1983	2005332509	10/26/2005	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$40,000
4541 / 2596	2000064856	04/15/2000	QC-QUIT CLAIM DEED	UNQUALIFIED	VACANT	$10

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
LOT 9 EXC W 81.3 FT BARBOURS SUB BLK 20 M & C HOLLY HILL MB 2 PG 90 PER OR 4541 PG 2596 PER OR 5713 PGS 1983-1984 PER OR 5868 PG 4194	203	15 - 32 - 37	15 - 00 - 0090	27-DEC-81

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount

Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

Alternate Key:	3267931
Parcel ID:	523715000070
Township-Range-Section:	15 - 32 - 37
Subdivision-Block-Lot:	15 - 00 - 0070
Business Name:	
Owner(s):	RON & LEE LLC - FS - Fee Simple - 100%
Mailing Address On File:	3 SWEETMEADOW CT ORMOND BEACH FL 32174
Physical Address:	LILLIE RD, HOLLY HILL 32117
Building Count:	0
Neighborhood:	2104 - WOLFF SUB 5237-11 DUBBERLY
Subdivision Name:	BARBOURS RESUB
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2022 Final Millage Rate:	18.7895
Homestead Property:	No
Agriculture Classification:	No
Short Description:	LOTS 7 & 8 EXC W 81.3 FT BARBOURS SUB BLK 20 M & C HOLLY HIL L MB 9 PG 90 PER OR 4541 PG 2596 PER OR 5713 PG 1983-1984 PE R OR 5868 PG 4194

Property Values

	2023 Working	2022 Final	2021 Final
Tax Year:			
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	$0	$0	$0
Land Value:	$24,750	$24,750	$18,315
Just/Market Value:	$24,750	$24,750	$18,315

Working Tax Roll Values by Taxing Authority

Values shown below are the 2023 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2022 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority		Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$24,750	$24,750	$0	$24,750	1.5000	$37.13
0012	DISCRETIONARY	$24,750	$24,750	$0	$24,750	0.7480	$18.51
0011	REQ LOCAL EFFORT	$24,750	$24,750	$0	$24,750	3.2340	$80.04
0050	GENERAL FUND	$24,750	$18,407	$6,343	$18,407	4.8499	$89.27
0055	LIBRARY	$24,750	$18,407	$6,343	$18,407	0.4635	$8.53
0520	MOSQUITO CONTROL	$24,750	$18,407	$6,343	$18,407	0.1781	$3.28
0530	PONCE INLET PORT AUTHORITY	$24,750	$18,407	$6,343	$18,407	0.0760	$1.40
0058	VOLUSIA ECHO	$24,750	$18,407	$6,343	$18,407	0.2000	$3.68
0057	VOLUSIA FOREVER	$24,750	$18,407	$6,343	$18,407	0.2000	$3.68
0065	FLORIDA INLAND NAVIGATION DISTRICT	$24,750	$18,407	$6,343	$18,407	0.0320	$0.59
0100	HALIFAX HOSPITAL AUTHORITY	$24,750	$18,407	$6,343	$18,407	0.8606	$15.84
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$24,750	$18,407	$6,343	$18,407	0.1974	$3.63
0200	HOLLY HILL	$24,750	$18,407	$6,343	$18,407	6.2500	$115.04
						18.7895	$380.63

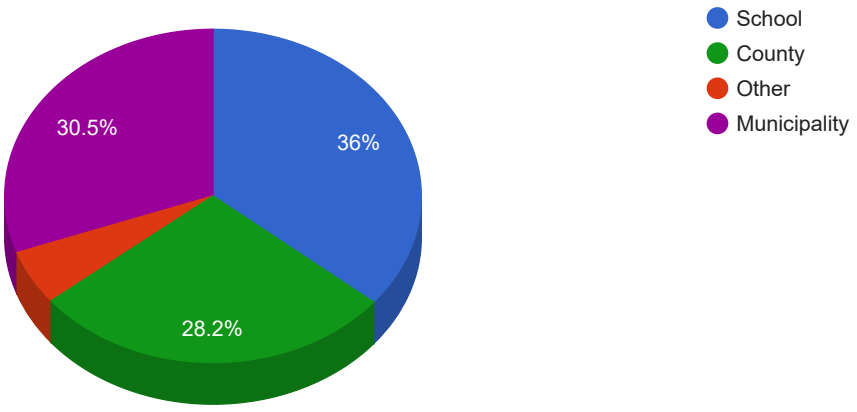
Non-Ad Valorem Assessments

Project	#Units	Rate	Amount

Estimated Ad Valorem Tax:	$380.63
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$380.63**
Estimated Tax Amount without SOH/10CAP ⓘ	$465.04

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Where your tax dollars are going:



Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2022	$24,750	$0	$24,750	$16,734	$0	$16,734	$0
2021	$18,315	$0	$18,315	$15,213	$0	$15,213	$0
2020	$14,355	$0	$14,355	$13,830	$0	$13,830	$0
2019	$14,355	$0	$14,355	$12,573	$0	$12,573	$0
2018	$13,365	$0	$13,365	$11,430	$0	$11,430	$0
2017	$10,395	$0	$10,391	$10,391	$0	$10,391	$0
2016	$10,886	$0	$10,886	$10,886	$0	$10,886	$0
2015	$10,886	$0	$10,886	$10,886	$0	$10,886	$0
2014	$10,886	$0	$10,886	$10,886	$0	$10,886	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0001-VAC PVD THRU .49 AC	N	F-FRONT FOOT				100.0	160	250	$24,750
									Total Land Value:	$24,750

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
					Total Miscellaneous Value:	$0

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved	Sale Price
5868 / 4194	2006172792	07/03/2006	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$320,000
5713 / 1983	2005332509	10/26/2005	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$40,000
4541 / 2596	2000064856	04/15/2000	QC-QUIT CLAIM DEED	UNQUALIFIED	VACANT	$10

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
LOTS 7 & 8 EXC W 81.3 FT BARBOURS SUB BLK 20 M & C HOLLY HILL MB 9 PG 90 PER OR 4541 PG 2596 PER OR 5713 PG 1983-1984 PER OR 5868 PG 4194	203	15 - 32 - 37	15 - 00 - 0070	27-DEC-81

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount

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Prepared by
Susan Frazier, an employee of
First American Title Insurance Company
555 West Granada Boulevard, Suite H-12
Ormond Beach, Florida 32174
(386)673-6114

Return to: Grantee

File No.: 1061-1228076

CORPORATE WARRANTY DEED

This indenture made on **July 3, 2006** A.D., by

T.T. Investments of Volusia County, Inc., a Florida Corporation

whose address is: **PO Box 731257, Ormond Beach, FL 32173**
hereinafter called the "grantor", to

Ron & Lee, LLC, a Florida Limited Liability Company

whose address is: **3 Sweetmeadow Ct., Ormond Beach, FL 32174**
hereinafter called the "grantee":

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Volusia** County, **Florida**, to-wit:

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Wanda Lade

By: Wanda Lade, President

(Corporate Seal)

Signed, sealed and delivered in our presence:

Witness Signature

Print Name: Susan Frazier

Witness Signature

Print Name: CATHY PULLIAM

State of **Florida**

County of **Volusia**

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SUSAN FRAZIER
Notary Public - State of Florida
My Commission Expires Jul 20, 2008
Commission # DD 339443
Bonded By National Notary Assn.

NOTARY PUBLIC

Printed Name of Notary

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(Corporate Seal)

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Print Name: Susan Frazier

Witness Signature

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(Corporate Seal)

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Witness Signature

Print Name: Susan Frazier

Witness Signature

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Witness Signature

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In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

T.T. Investments of Volusia County, Inc., a Florida Corporation, a Florida Corporation

Wanda Lade

By: Wanda Lade, President

(Corporate Seal)

Signed, sealed and delivered in our presence:

Witness Signature

Print Name: Susan Frazier

Witness Signature

Print Name: CATHY PULLIAM

State of **Florida**

County of **Volusia**

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me on 7-3-06, by **Wanda Lade, as President , and , as on behalf of T.T. Investments of Volusia County, Inc., a Florida Corporation,** existing under the laws of the State of **Florida**, who is/are personally known to me or who has/have produced a valid drivers license as identification.

SUSAN FRAZIER
Notary Public - State of Florida
My Commission Expires Jul 20, 2008
Commission # DD 339443
Bonded By National Notary Assn.

NOTARY PUBLIC

Printed Name of Notary

My Commission Expires: _____

Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

07/10/2006 10:24 AM
Doc stamps 2240.00
(Transfer Amt $ 320000)
Instrument# 2006-172792 # 1
Book: 5868
Page: 4194

Prepared by
Susan Frazier, an employee of
First American Title Insurance Company
555 West Granada Boulevard, Suite H-12
Ormond Beach, Florida 32174
(386)673-6114

Return to: Grantee

File No.: 1061-1228076

CORPORATE WARRANTY DEED

This indenture made on **July 3, 2006** A.D., by

T.T. Investments of Volusia County, Inc., a Florida Corporation

whose address is: **PO Box 731257, Ormond Beach, FL 32173**
hereinafter called the "grantor", to

Ron & Lee, LLC, a Florida Limited Liability Company

whose address is: **3 Sweetmeadow Ct., Ormond Beach, FL 32174**
hereinafter called the "grantee":

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Volusia** County, **Florida**, to-wit:

Lot 7, 8, and 9, except the Westerly 81.3 feet thereof, BARBOURS RE-SUB, in Lot 18, Block 20, MASON AND CARSWELL'S HOLLY HILL, according to the plat thereof as recorded in Map Book 9, Page(s) 237, of the Public Records of Volusia County, Florida.

AND

The Northerly 150 feet of the South 1/2 of Lot 18, Block 20, MASON AND CARSWELL'S HOLLY HILLI, according to the plat thereof as recorded in Map Book 2, Page(s) 90, of the Public Records of Volusia Copunty, Florida.

Parcel Identification Number: **5237-15-00-0070 and 5237-15-00-0090 and 4244-01-20-0181**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

T.T. Investments of Volusia County, Inc., a Florida Corporation, a Florida Corporation

Wanda Lade

By: Wanda Lade, President

(Corporate Seal)

Signed, sealed and delivered in our presence:

Witness Signature

Print Name: Susan Frazier

Witness Signature

Print Name: CATHY PULLIAM

State of **Florida**

County of **Volusia**

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me on 7-3-06, by **Wanda Lade, as President , and , as on behalf of T.T. Investments of Volusia County, Inc., a Florida Corporation,** existing under the laws of the State of **Florida**, who is/are personally known to me or who has/have produced a valid drivers license as identification.

SUSAN FRAZIER
Notary Public - State of Florida
My Commission Expires Jul 20, 2008
Commission # DD 339443
Bonded By National Notary Assn.

NOTARY PUBLIC

Printed Name of Notary

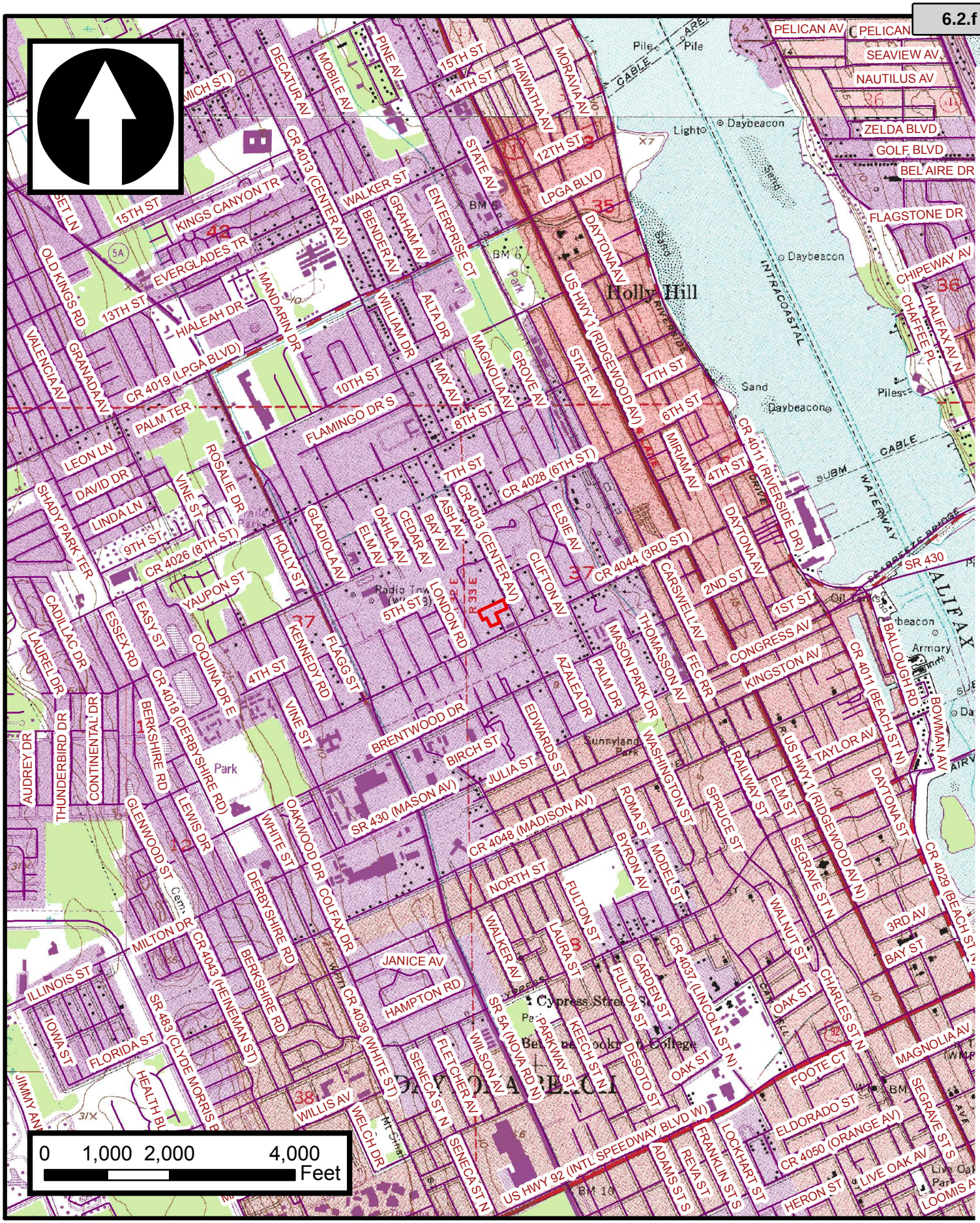
My Commission Expires: _____

Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

EXHIBIT C

LOCATION MAP

Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)



Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

Legend

SITE

ANASTASIA COURT
VICINITY MAP

MARK DOWST & ASSOCIATES, INC.
CIVIL ENGINEERS • LAND SURVEYORS • LAND PLANNERS
536 N. Halifax Ave., Suite # 100 Daytona Beach

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EXHIBIT D

AERIAL MAP

Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)



Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

Legend

SITE

ANASTASIA COURT
AERIAL MAP

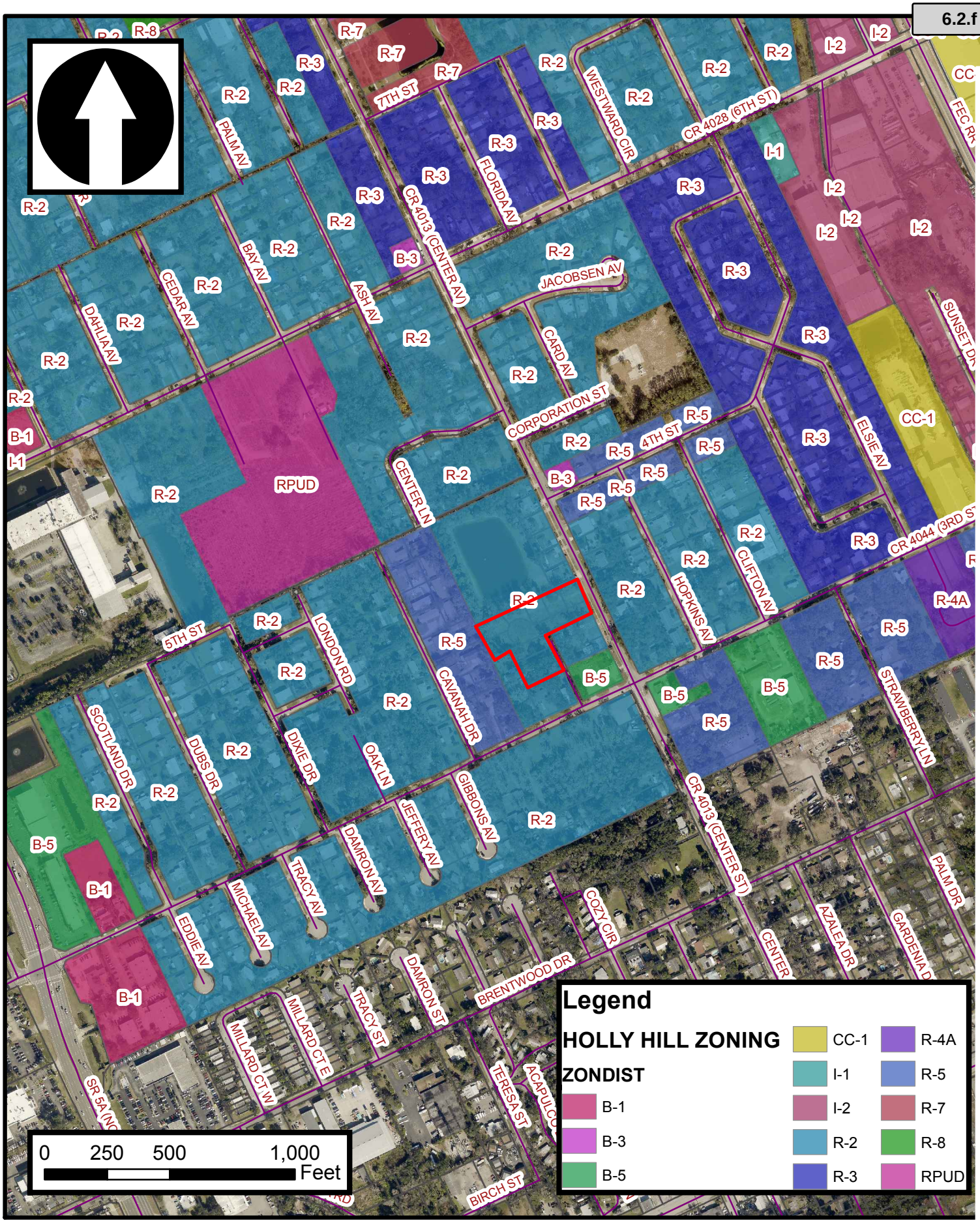
MARK DOWST & ASSOCIATES, INC.
CIVIL ENGINEERS • LAND SURVEYORS • LAND PLANNERS
536 N. Halifax Ave., Suite # 100 Daytona Beach

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EXHIBIT E

EXISTING ZONING MAP

Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)



Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

Legend

SITE

ANASTASIA COURT
ZONING MAP

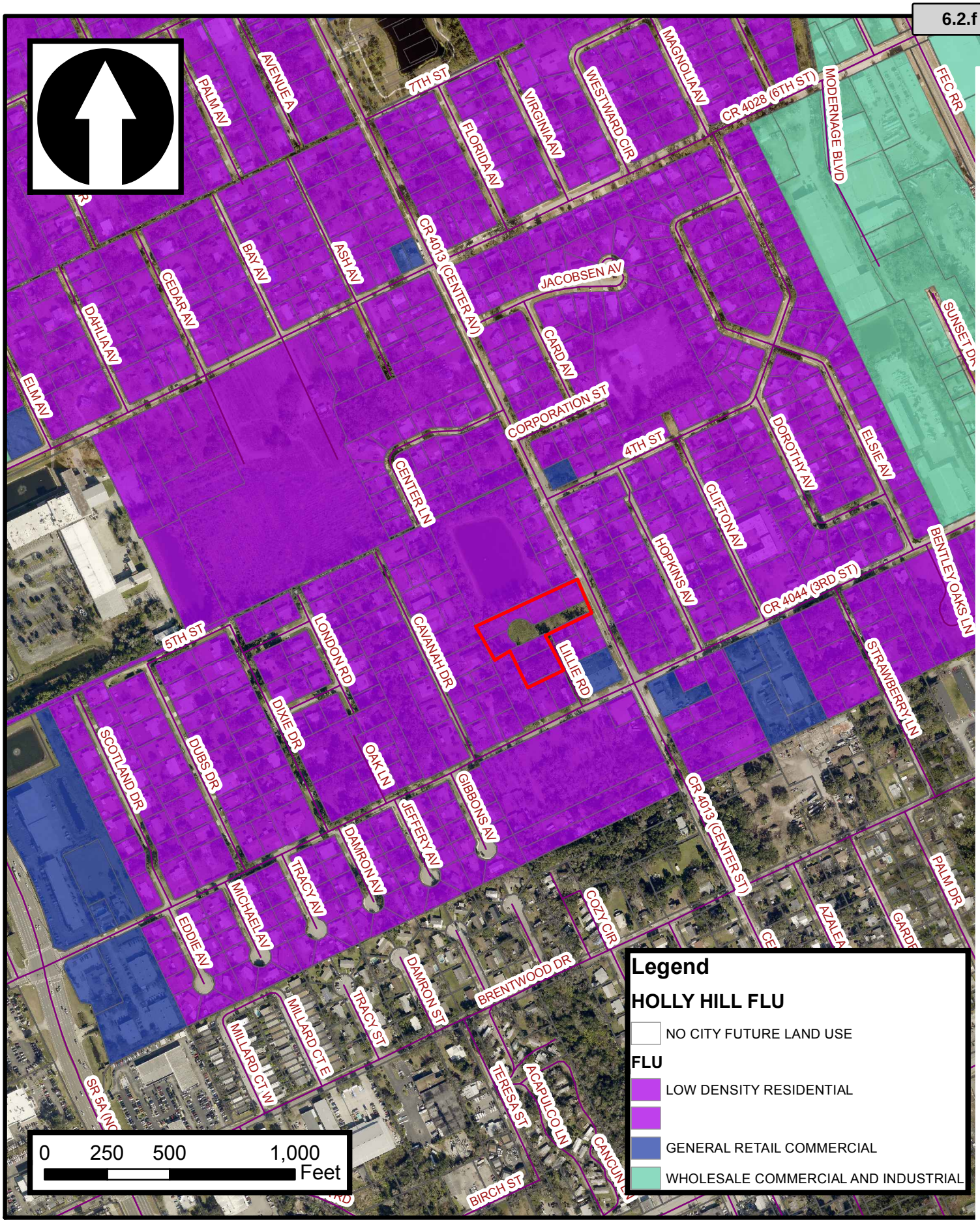
MARK DOWST & ASSOCIATES, INC.
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536 N. Halifax Ave., Suite # 100 Daytona Beach

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EXHIBIT F

EXISTING FUTURE LAND USE MAP

Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)



Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

Legend

SITE

ANASTASIA COURT
FUTURE LAND USE MAP

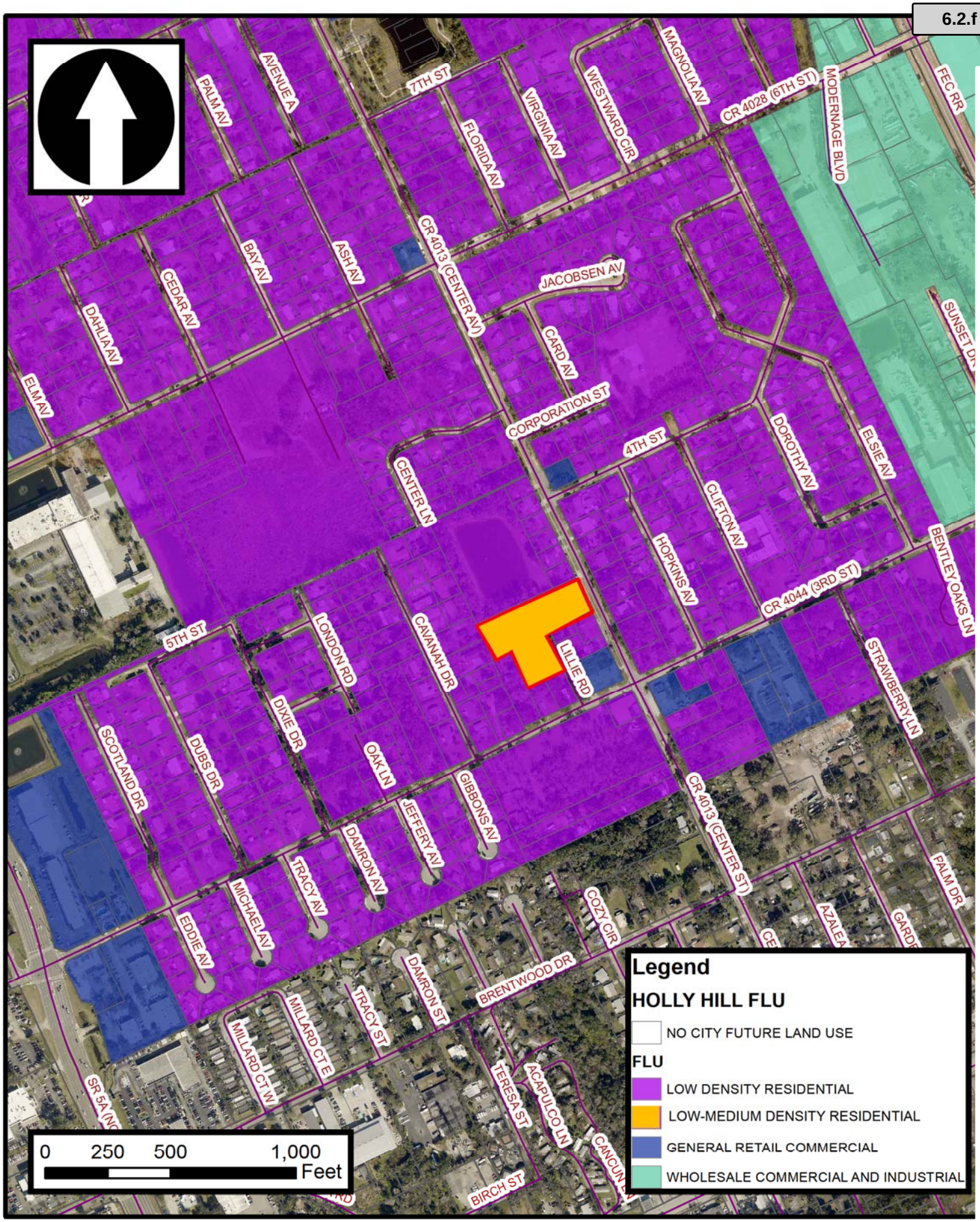
MARK DOWST & ASSOCIATES, INC.
CIVIL ENGINEERS • LAND SURVEYORS • LAND PLANNERS
536 N. Halifax Ave., Suite # 100 Daytona Beach

Document Path: C:\Users\WorkStation\Desktop\GIS Reports\1567 ANASTASIA COURT\SHEET 4.mxd (Letter).mxd

EXHIBIT G

PROPOSED FUTURE LAND USE MAP

Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)



Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

Legend

SITE

ANASTASIA COURT PROPOSED FLU MAP

MARK DOWST & ASSOCIATES, INC.
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EXHIBIT H

TRANSPORTATION TECHNICAL MEMO AND PARKING ANALYSIS

Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

Mark Dowst & Associates, Inc.
ENGINEERS • PLANNERS • SURVEYORS

TECHNICAL MEMORANDUM

To: Jessica Gow

From: Matt Dowst, P.E.

Date: February, 10th 2023

Subject: Holly Hill
Anastasia Court Townhomes
MDA #1621

INTRODUCTION

Mark Dowst and Associates, Inc has been retained to prepare a trip generation comparison for the proposed project known as Anastasia Court Townhomes to determine the change in project trip generation as a result of the proposed Comp Plan and Rezoning Applications. The project is located on Center Ave, directly North of 3rd Street in Holly Hill, Florida.

The Trip Generation Memo has been requested due to a requirement of the Comp Plan Amendment and Rezoning process. The proposed site will change the comp plan from ***Low Density Residential*** to ***Low-Medium Density Residential***. The methodology and procedures used in this analysis are consistent with Florida Statues and analysis guidelines adopted by the City of Holly Hill.

PROJECT TRIP GENERATION PRE vs. POST CONDITIONS

The existing and proposed project trip generation was determined using the Institute of Transportation Engineers (ITE) document, Trip Generation Manual, 11th Edition. The existing Low Density Residential zoning allowed for a maximum of 6 dwelling units per acres. The proposed Low-Medium Density Residential zoning allowed for a maximum of 10 dwelling units per aces.

The Low Density Residential (ITE Code 210) was used for the existing development conditions.

The proposed intended uses for the Comp Plan will consist of a max 21 units (ITE Code 220). The existing and proposed trip generation for the daily, a.m., and p.m. peak-hours are shown in **Table 1** and **Table 2**, respectively.

Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

Table 1
Existing Comp Plan Trip Generation
(Low Density Residential)

Time Period	Land Use	Land Use Code	Trip Rate Equation	Size	Units	Total Trips
Daily	Low Density Residential	210	Ln(T) = 0.92 Ln(X) + 2.68 T = 9.43(X)	12	UNITS	143 113
AM Peak Hour	Low Density Residential	210	Ln(T) = 0.91 Ln(X) + 0.12 T = 0.70(X)	12	UNITS	11 8
PM Peak Hour	Low Density Residential	210	Ln(T) = 0.94 Ln(X) + 0.27 T = 0.94(X)	12	UNITS	14 11

Table 2
Proposed Comp Plan Trip Generation
(Low-Medium Density Residential)

Time Period	Land Use	Land Use Code	Trip Rate Equation	Size	Units	Total Trips
Daily	Low-Medium Density Residential	220	T = 6.74(X)	21	UNITS	142
AM Peak Hour	Low-Medium Density Residential	220	T = 0.40(X)	21	UNITS	8
PM Peak Hour	Low-Medium Density Residential	220	T = 0.51(X)	21	UNITS	11

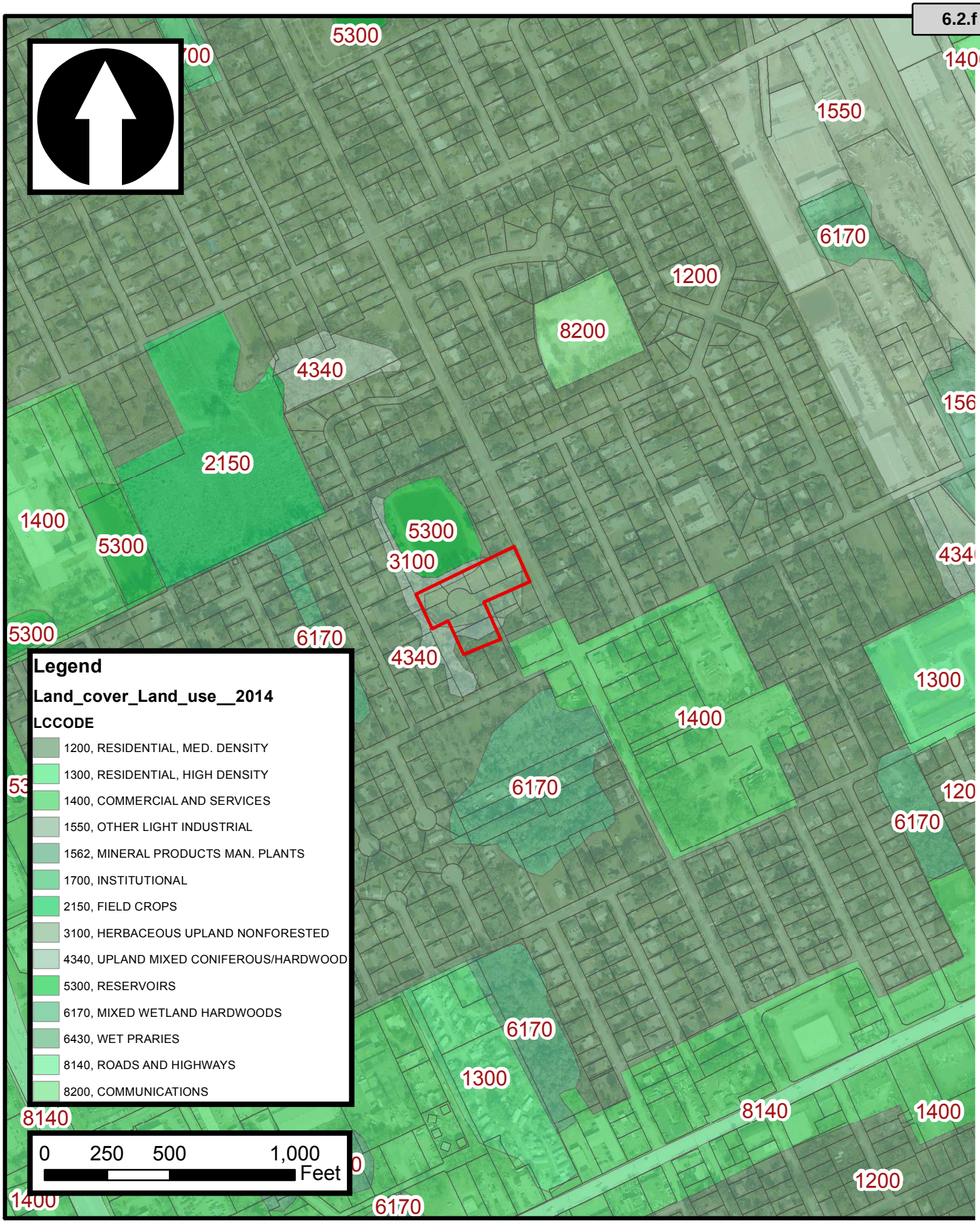
CONCLUSION

The study was conducted to evaluate the potential impact of the proposed Comp Plan change from ***Low-Density Residential*** to ***Low-Medium Density Residential***. Based on this comparative analysis, there would be no significant change from ***Low-Density Residential*** to ***Low-Medium Density Residential*** *for the 2.11 ac Site*.

EXHIBIT I

FLUCCS MAP

Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)



Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

Legend

SITE

ANASTASIA COURT
FLUCCS MAP

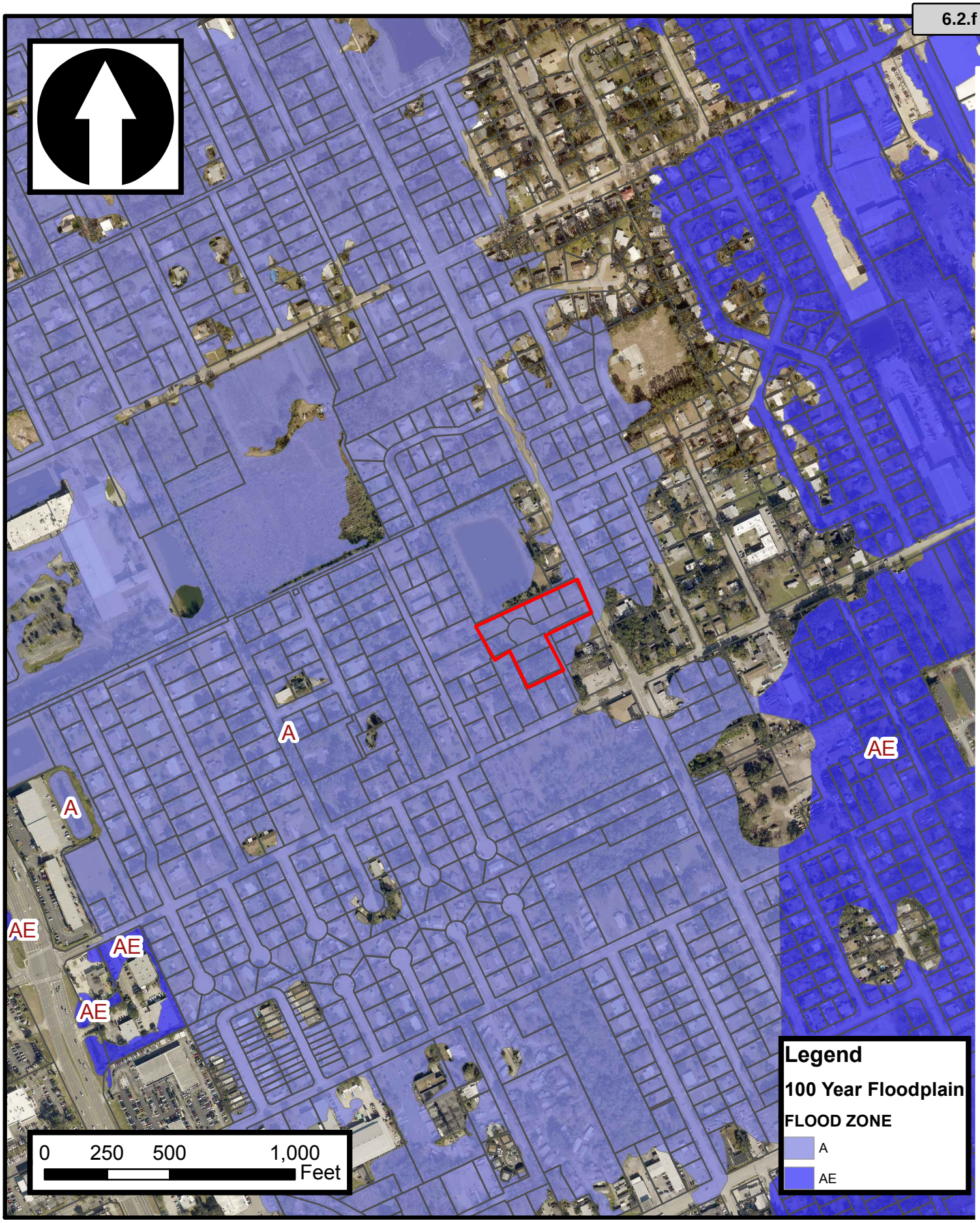
MARK DOWST & ASSOCIATES, INC.
CIVIL ENGINEERS • LAND SURVEYORS • LAND PLANNERS
536 N. Halifax Ave., Suite # 100 Daytona Beach

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EXHIBIT J

FLOOD MAP ANALYSIS

Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)



Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

Legend

SITE

ANASTASIA COURT
FLOOD MAP

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536 N. Halifax Ave., Suite # 100 Daytona Beach

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EXHIBIT K

UTILITY ANALYSIS

Attachment: Applicant Submittal with Exhibits (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

Diane M. Matousek
Volusia County Clerk of Court

ANASTASIA COURT

SECTION 37, TOWNSHIP 15 SOUTH, RANGE 33 EAST

CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA

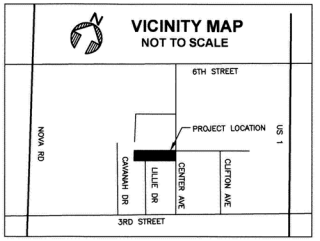
A PORTION OF LOT 18, BLOCK 20, MASON AND CARSWELL'S SUBDIVISION OF HOLLY HILL AS RECORDED IN MAP BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY ALSO RECORDED IN MAP BOOK 12, PAGES 3 AND 4, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

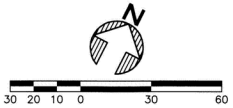
LEGAL DESCRIPTION:

BEING A PORTION OF LOT 18, BLOCK 20, MASON AND CARSWELL'S SUBDIVISION OF HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, ALSO RECOREDED IN MAP BOOK 12, PAGES 3 AND 4, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF LOT 1, ANTOINETTE SUBDIVISION, AS RECORDED IN MAP BOOK 9, PAGE 116, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE WESTERLY RIGHT-OF-WAY LINE OF CENTER STREET (A 66 FOOT RIGHT-OF-WAY); RUN THENCE NORTH 27 DEGREES 09 MINUTES 17 SECONDS WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID CENTER STREET, A DISTANCE OF 6.09 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY LINE SOUTH 62 DEGREES 52 MINUTES 29 SECONDS WEST, A DISTANCE OF 446.89 FEET TO A POINT ON THE WESTERLY LINE OF LOT 18, BLOCK 20 OF AFORESAID MASON AND CARSWELL'S SUBDISION; THENCE NORTH 27 DEGREES 06 MINUTES 34 SECONDS WEST ALONG THE SAID WESTERLY LINE, A DISTANCE OF 150.00 FEET; THENCE DEPARTING SAID WEST LINE NORTH 62 DEGREES 52 MINUTES 29 SECONDS EAST, A DISTANCE OF 446.77 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF AFORESAID CENTER STREET; THENCE SOUTH 27 DEGREES 09 MINUTES 17 SECONDS EAST ALONG THE SAID WESTERLY LINE, A DISTANCE OF 150.00 TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY CONTAINS 1.540 ACRES MORE OR LESS.





GENERAL NOTES:

1.) MONUMENTATION
- ▣ – DENOTES PERMANENT REFERENCE MONUMENT FOUND STAMPED PRM PSM 3905 AND LB 3612
- △ – DENOTES PERMANENT CONTROL POINT SET PARKER KALON NAIL AND BRASS DISK STAMPED PSM 3905
- ⊙ – DENOTES PERMANENT CONTROL POINT FOUND PARKER KALON NAIL AND BRASS DISK STAMPED PSM 3905
- ○ – DENOTES FOUND IRON PIPE

2.) PNT – POINT OF NON TANGENT CURVE
NR – DENOTES A LINE NOT RADIAL RELATIVE TO ADJACENT CURVE.
R – DENOTES A LINE RADIAL RELATIVE TO ADJACENT CURVE.
NT – DENOTES A LINE NOT TANGENT RELATIVE TO ADJACENT CURVE.
PC – DENOTES POINT OF CURVE.
PRC – DENOTES POINT OF REVERSE CURVE.

℄	.... CENTER LINE	R	.... RADIUS
Δ	.... CENTRAL ANGLE	CB	.... CHORD BEARING
CH	.... CHORD	AC	.... ACRES
FD	.... FOUND	FL	.... FLORIDA
INC.	.... INCORPORATED	R/W	.... RIGHT-OF-WAY
P.O.	.... POST OFFICE BOX	PUD	.... PLANNED URBAN DEVELOPMENT
O.R.	.... OFFICIAL RECORD BOOK		
FPL	.... FLORIDA POWER & LIGHT		
PSM	.... PROFESSIONAL SURVEYOR AND MAPPER		

3.) DIMENSIONS SHOWN ARE IN FEET AND DECIMALS PARTS THEREOF.

4.) ACCURACY
THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1 : 10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.

5.) BEARING STRUCTURE ASSUMED (S 27°00'00" E) BASED ON PLAT OF BARBOUR'S RE-SUB AS RECORDED IN MAP BOOK 9, PAGE 237, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

6.) ALL MEASUREMENTS ON THIS PLAT IS IN UNITED STATES FOOT AND DECIMALS THEREOF.
NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE UNITED STATES SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.2808333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.

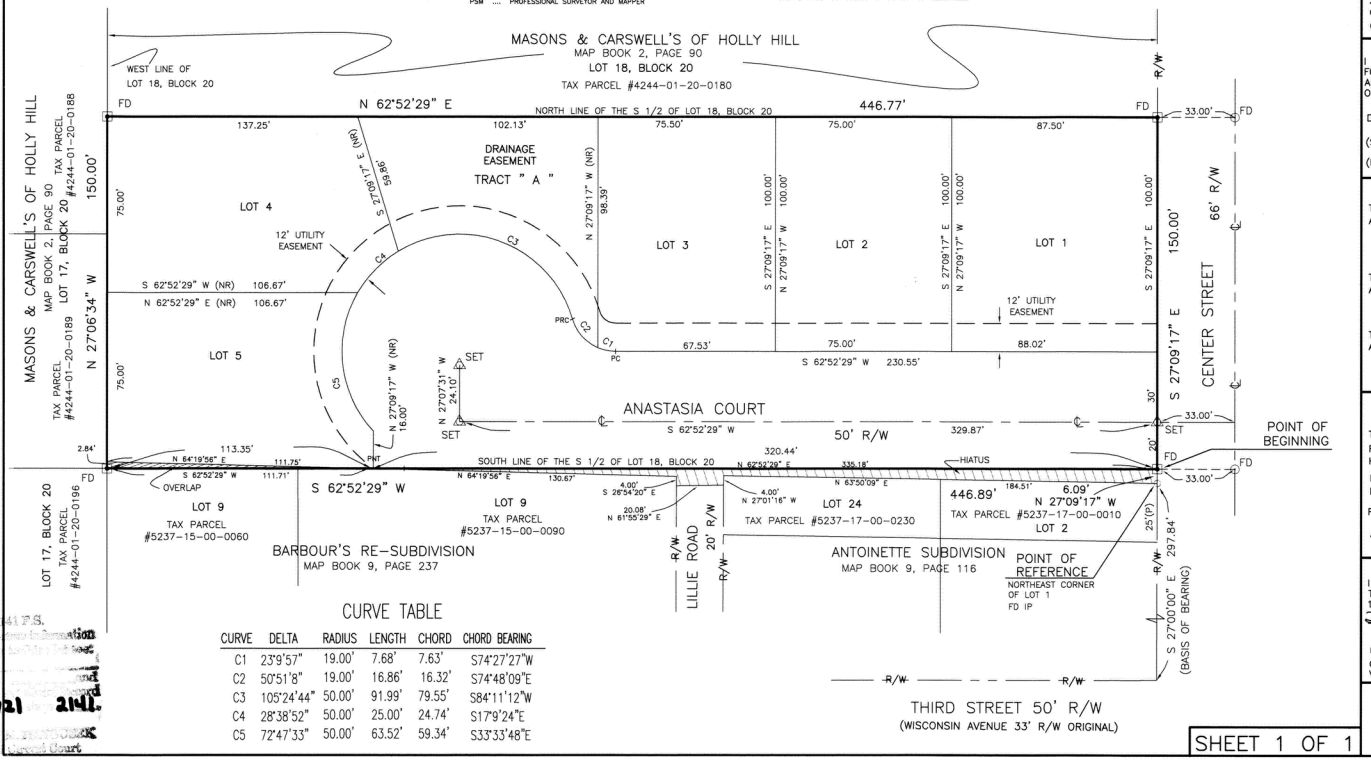
7.) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

8.) THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD, RESERVATION OF EASEMENTS INCLUDING BUT NOT LIMITED TO A DRAINAGE AND UTILITY EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THE PLAT. ALL DRAINAGE EASEMENTS WITH COMMON LOT LINES INCLUDE MAINTENANCE AND ACCESS AS DEFINED IN DEDICATION.

9.) UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS AND AND NATURAL GAS.

10.) UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT ANY UTILITY COMPANY WHO DAMAGES THE FACILITIES OF A PUBLIC UTILITY SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OF OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

11.) MONUMENTS SHALL BE SET AT ALL LOT CORNERS, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION OF LINES WITHIN FLORIDA STATUTES CHAPTER 177.091(9).



CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	23°9'57"	19.00'	7.68'	7.63'	S74°27'27"W
C2	50°51'8"	19.00'	16.86'	16.32'	S74°48'09"E
C3	105°24'44"	50.00'	91.99'	79.55'	S84°11'12"W
C4	28°38'52"	50.00'	25.00'	24.74'	S17°9'24"E
C5	72°47'33"	50.00'	63.52'	59.34'	S33°33'48"E

SHEET 1 OF 1

MAP BOOK 52 PAGE 124

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT "T.T. INVESTMENTS OF VOLUSIA COUNTY, INC.", A FLORIDA CORPORATION, BEING THE OWNER IN FEE SIMPLE OF THE LANDS SHOWN AND DESCRIBED HEREON AS THE PLAT ENTITLED "ANASTASIA COURT", LOCATED IN THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES THE SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREON EXPRESSED. ALL ROADS, SIDEWALKS, AND OTHER RIGHTS-OF-WAY SHOWN OR DESCRIBED ON THE PLAT ARE DEDICATED TO THE CITY OF HOLLY HILL, FLORIDA. ALL POTABLE WATER AND SANITARY SEWER MAINS CONSTRUCTED WITHIN THE AREA ENCOMPASSED WITHIN THE PLAT ARE DEDICATED TO THE CITY OF HOLLY HILL, FLORIDA. ALL UTILITY AND DRAINAGE EASEMENTS SHOWN OR DESCRIBED ON THE PLAT ARE GRANTED TO THE CITY OF HOLLY HILL, FLORIDA.

IN WITNESS WHEREOF, T.T. INVESTMENTS OF VOLUSIA COUNTY INC., A FLORIDA CORPORATION, HAS CAUSED THESE PRESENTS TO BE EXECUTED IN IT'S NAME AND IN IT'S CORPORATE SEAL TO BE HEREUNTO AFFIXED BY IT'S OFFICERS THEREUNTO DULY AUTHORIZED ON THIS 16 DAY OF NOVEMBER, 2005.

BY: _____ T.T. INVESTMENTS OF VOLUSIA COUNTY, INC.
PRINTED NAME: HARRY NEWKIRK A FLORIDA CORPORATION
BY: _____ BY: _____
PRINTED NAME: BRAD BAUKNECHT PRINTED NAME: Wanda Lade

STATE OF FLORIDA, COUNTY OF VOLUSIA
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 16 DAY OF November 2005, BY LINDA LANE AS PRESIDENT OF T.T. INVESTMENTS OF VOLUSIA COUNTY, INC. A FLORIDA CORPORATION, AND WHO ACKNOWLEDGED THAT HE HAS FULL AUTHORITY TO EXECUTE THE FOREGOING PLAT ENTITLED "ANASTASIA COURT" ON BEHALF OF THE CORPORATION. THAT HE IS [X] PERSONALLY KNOWN TO ME, OR [ ] HAS PRODUCED _____ AS INDENTIFICATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

Marlee Collins
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:

Marlee Collins
My Commission DD282389
Expires February 02, 2008

TITLE/RANK:
COMMISSION NUMBER:
(AFFIX NOTARY STAMP OR SEAL)

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A PROFESSIONAL SURVEYOR AND MAPPER IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT ON Nov. 15, 2005 HE COMPLETED THE SURVEY OF THE LANDS SHOWN IN THE FOREGOING PLAT. THAT SAID PLAT IS THE CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED, THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES, AND THAT SAID LAND IS LOCATED IN VOLUSIA COUNTY, FLORIDA.

Nov 15, 2005
DATE

William S Hart
WILLIAM S HART, PSM #3905

UPHAM INC.
265 KENILWORTH AVENUE
ORMOND BEACH, FLORIDA. 32174
(385) 672-9515

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FOREGOING PLAT FOR COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM SUCH REQUIREMENTS.

DATE: 11/22/05
(SIGNATURE) Michael M. Myer
(PRINT NAME): Michael M. Myer P.S.M. NO. LS 4006

CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON _____ THE FOREGOING PLAT WAS APPROVED.
BY: Edward P. Simpson
~~CITY ENGINEER~~ CITY ATTORNEY

THIS IS TO CERTIFY THAT ON 11-22-05 THE FOREGOING PLAT WAS APPROVED.
BY: _____
CITY ~~ATTORNEY~~ ENGINEER

THIS IS TO CERTIFY THAT ON 11/22/05 THE FOREGOING PLAT WAS APPROVED.
BY: _____
CITY SURVEYOR FL PSM LS4006

CERTIFICATE OF APPROVAL BY THE CITY COMMISION OF THE CITY OF HOLLY HILL

THIS STATEMENT HEREBY CERTIFIES ON OCTOBER 11, 2005 THE FOREGOING PLAT WAS APPROVED BY THE CITY COMMISION OF THE CITY OF HOLLY HILL
BY: Wm D. Arthur
MAYOR OF THE CITY OF HOLLY HILL

FILED FOR RECORD ON _____
ATTEST: Valerie Manning
CITY CLERK OF THE CITY OF HOLLY HILL

CERTIFICATE OF CLERK

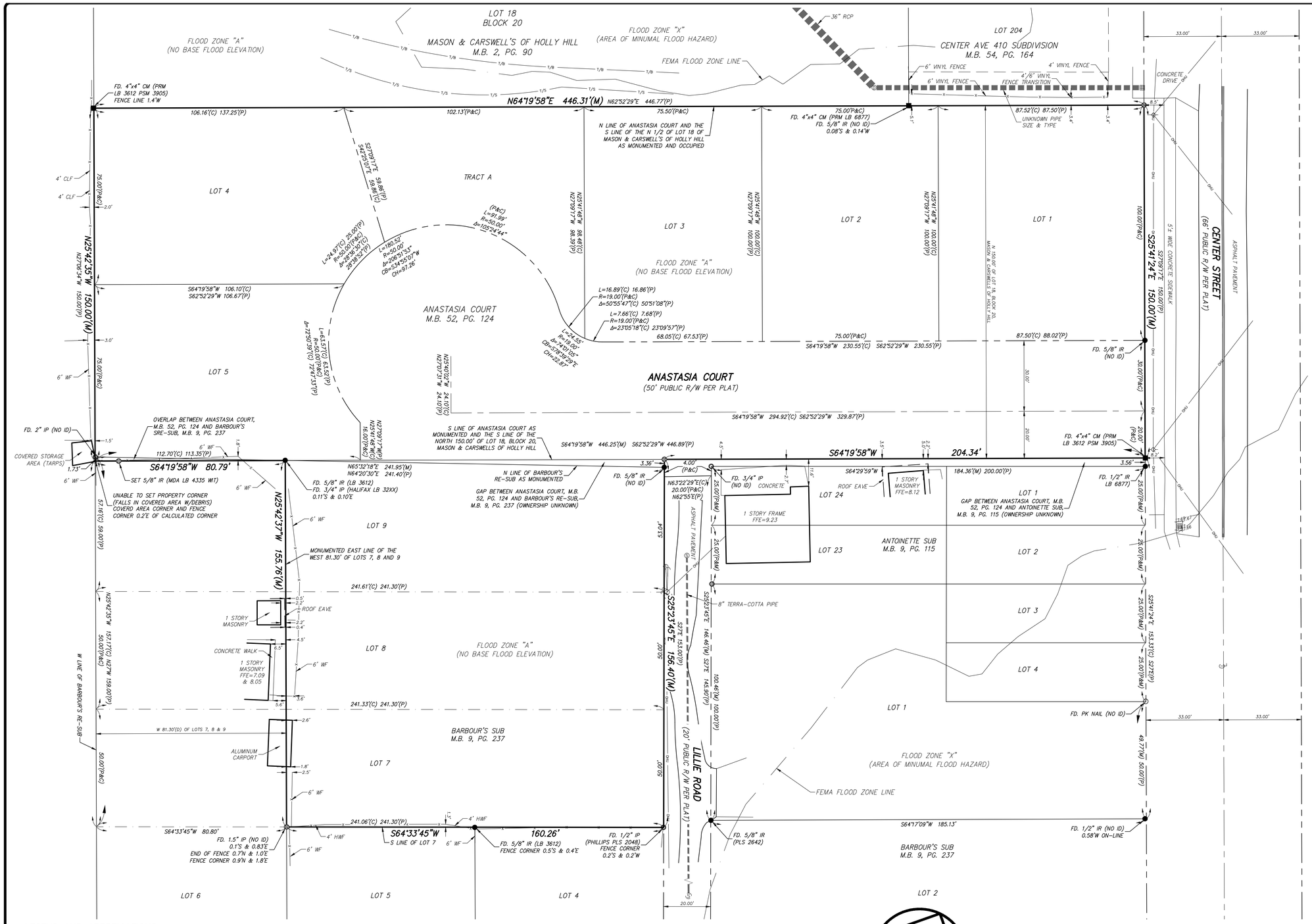
I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FOUND THAT IT COMPLIES, IN FORM, WITH ALL REQUIREMENTS STATED IN CHAPTER 177, FLORIDA STATUTES, AND THAT IT WAS FILED FOR RECORD ON 2005-329872 AT _____ A.M./P.M.

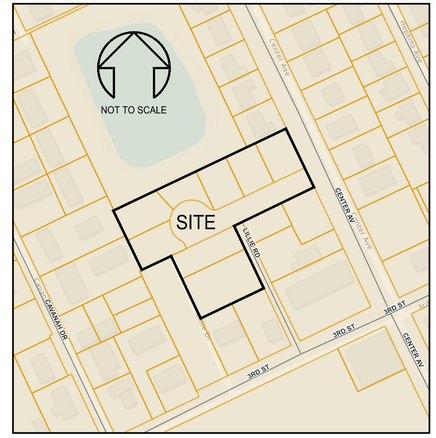
BY: Carey Innuzzata Deputy Clerk
CLERK OF CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

Upham, Inc.
Organization of Engineers, Surveyors & Landscape Architects
P.O. Box 1105 • 265 Kenilworth Avenue • Ormond Beach, Florida 32174
(904)672-9515 • FAX (904)673-6554 • LB# 0003612 • LC# 0000357
Visit us at: www.uphaminc.com

Sec. 177.141 F.S.
For ... information ... pertaining ... Plat ... recorded ... Book 5721 Page 2141.
DIANE M. MATOUSEK
Clerk of Circuit Court
E.W. Brothers D.C.

Attachment: Plat (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)





VICINITY MAP

LEGAL DESCRIPTION:

(ACCORDING TO OFFICIAL RECORDS BOOK 5868, PAGE 4194, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.)

LOT 7, 8, AND 9, EXCEPT THE WESTERLY 81.3 FEET THEREOF, BARBOURS RE-SUB, IN LOT 18, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 9, PAGE(S) 237, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

THE NORTHERLY 150 FEET OF THE SOUTH 1/2 OF LOT 18, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE(S) 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE GRID COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), WITH A BEARING OF S25°41'24"E ALONG THE WESTERLY RIGHT-OF-WAY LINE OF CENTER STREET.
2. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
3. THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE "A" (WITHOUT BASE FLOOD ELEVATION (BFE)) AS SCALED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) NO. 12127C0356J, VOLUSIA COUNTY, FLORIDA, EFFECTIVE DATE OF 09/29/2017.
4. UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY. THOSE SHOWN HEREON WERE OBTAINED FROM ABOVE GROUND EVIDENCE AND/OR STRUCTURE DETAILS.
5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD BY THIS FIRM.
6. THERE MAY BE ADDITIONAL MATTERS AFFECTING THIS PROPERTY THAT EXIST IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
7. NORTH-SOUTH AND EAST-WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.
8. WETLAND AREAS, IF ANY, WERE NOT ADDRESSED AS A PART OF THIS SURVEY.
9. THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (COMMERCIAL/HIGH RISK) 1 FOOT IN 10,000 FEET.
10. THE REVIEW OF THE PLAT FOR ANASTASIA COURT, RECORDED IN MAP BOOK 52, PAGE 124, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY REVEALED THAT THE OVERALL PLAT DIMENSIONS DID NOT MATCH THE SUM OF DISTANCES FOR THE LOTS ALONG THE NORTH AND SOUTH LINES. THE ERROR IN DISTANCES WAS TAKEN FROM LOTS 4 AND 5. THERE ARE OTHER DISTANCE INCONSISTENCIES AND TYPOS IN THE PLAT AS WELL.

LEGEND AND ABBREVIATIONS:

( )	PLAT/DEED	L	ARC LENGTH	R	RADIUS		FIRE PLUG/CONNECTION
±	MORE OR LESS	LB	LICENSED BUSINESS	(R)	RADIAL		SINGLE POLE SIGN
AC	ACRES	M.B.	MAP BOOK	R/W	RIGHT OF WAY		DOUBLE POLE SIGN
A/C	AIR CONDITIONER	MES	MITERED END SECTION	RCP	REINFORCED CONCRETE PIPE		BOLLARD
BWF	BARBED-WIRE FENCE	NAVD 88	NORTH AMERICAN VERTICAL DATUM OF 1988	SEC	SECTION-TOWNSHIP-RANGE		CENTRAL ANGLE
C&G	CURB & GUTTER	N/D	NAIL & DISK	T/B	APPROXIMATE TOP OF BANK		BREAK LINE
CB	CHORD BEARING	NO.	NUMBER	T/S	APPROXIMATE TOE OF SLOPE		SET 4"x4" CM (LB 4335)
CH	CHORD DISTANCE	(NR)	NON-RADIAL	TBM	TEMPORARY BENCH MARK		FOUND 4"x4" CM (AS NOTED)
℄	CENTER LINE	O.R.B.	OFFICIAL RECORDS BOOK	U.E.	UTILITY EASEMENT		SET N/D (LB 4335)
CLF	CHAIN-LINK FENCE	OHU	OVER-HEAD UTILITIES	(TYP)	TYPICAL		FOUND N/D (AS NOTED)
CM	CONCRETE MONUMENT	P.B.	PLAT BOOK	WF	WOOD FENCE		SET 5/8" IRC (LB 4335)
CMP	CORRUGATED METAL PIPE	PC	POINT OF CURVATURE	W/	WITH		FOUND IRON ROD (AS NOTED)
FIRM	FLOOD (FLORIDA) INSURANCE RATE MAP	PCP	PERMANENT CONTROL POINT		WATER VALVE		FOUND IRON PIPE (AS NOTED)
FNC	FENCE	PG(S).	PAGE/PAGES		IRRIGATION CONTROL VALVE		FOUND PK NAIL (NO ID)
FD.	FOUND	PLS	PROFESSIONAL LAND SURVEYOR		SANITARY SEWER VALVE		AIR CONDITIONER
HWF	HOG-WIRE FENCE	PRC	POINT OF REVERSE CURVATURE		AIR RELEASE VALVE		ELECTRIC PANEL
ID	IDENTIFICATION	PRM	PERMANENT REFERENCE MONUMENT		CLEAN OUT		CABLE TELEVISION RISER BOX
INV	INVERT ELEVATION	PSM	PROFESSIONAL SURVEYOR MAPPER		GAS VALVE		ELECTRIC METER
IP	IRON PIPE	PT	POINT OF TANGENCY		BACK FLOW PREVENTOR		ELECTRIC JUNCTION BOX
IR	IRON ROD	PVC	POLYVINYL CHLORIDE PIPE		FIRE HYDRANT		FIBER-OPTIC JUNCTION BOX

	GAS METER		
	TELEPHONE JUNCTION BOX		
	WATER METER		
	UTILITY VAULT		
	WOOD UTILITY POLE		
	CONCRETE UTILITY POLE		
	METAL UTILITY POLE		
	GUY POLE		
	GUY ANCHOR		
	LIGHT POLE		
	GUTTER INLET/GRATE		
	CATCH BASIN/YARD DRAIN		
	STORM MANHOLE		
	SANITARY MANHOLE		
	WELL		
	FIBER-OPTIC CABLE MARKER		
	GAS LINE MARKER		
	MITERED END SECTION		

LOT 2

0 10 20 40

1 INCH = 20 FEET

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Digitally signed by Lee H Dowst
DN: c=US, o=Florida, dnQualifier=A01410C00000182A7666697 00011B25, cn=Lee H Dowst
Date: 2022.11.21 10:34:31 -05'00'

LEE H. DOWST, P.L.S. NO. 6860
www.mdaeng.com

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LEE H DOWST LICENSE NUMBER PSM 6860 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

REVISIONS				
F.B. / PG.	DATE	BY	DESCRIPTION	CKD

MARK DOWST & ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS LB#4335
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386-258-7999

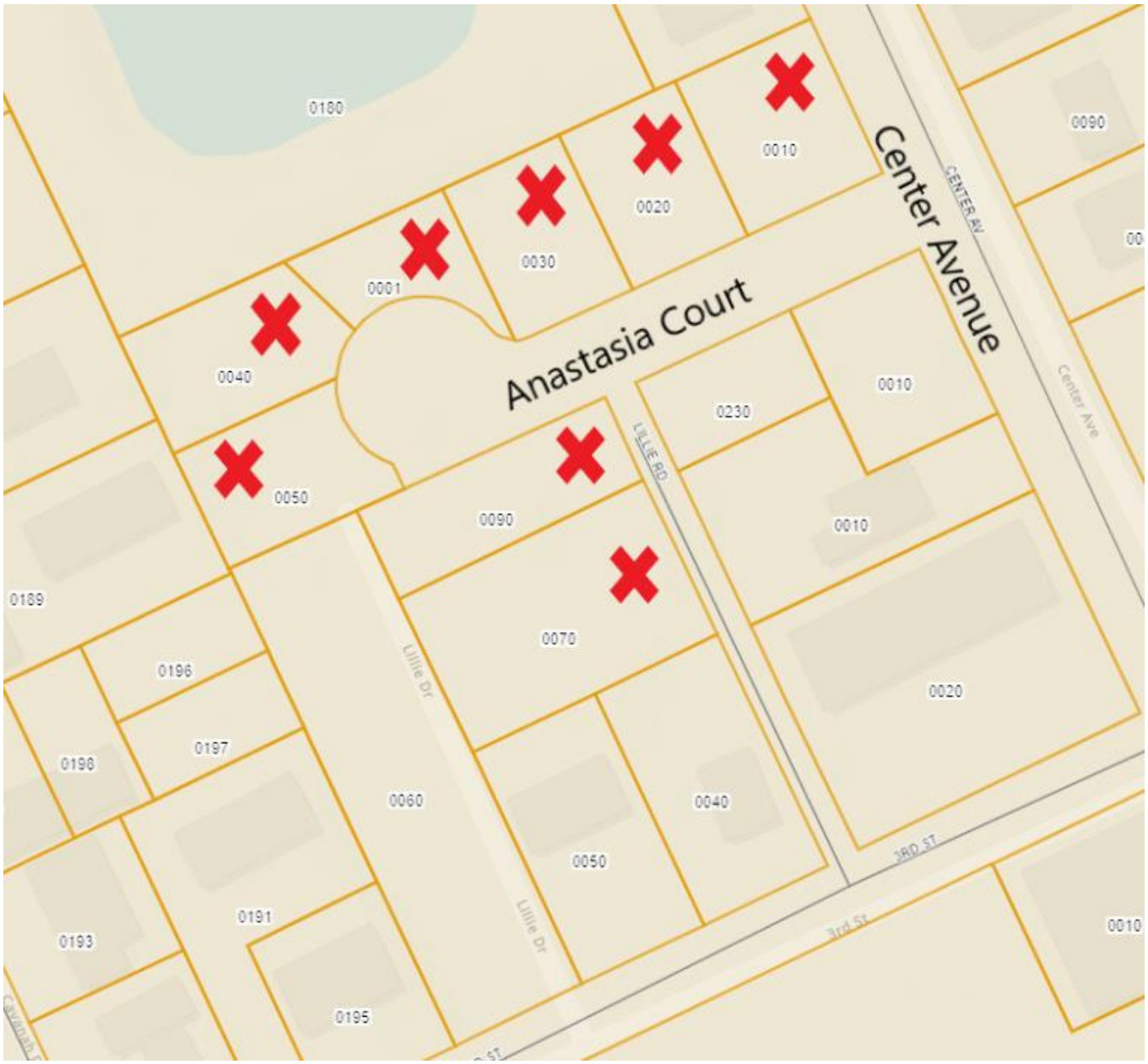
BOUNDARY SURVEY			PROJECT # 1567	
DRAWN BY: LAT	DRAW DATE: 11/15/22	CHECKED BY: LHD	SCALE: 1" = 20'	FILE NAME: 1567_surbase.dwg
CREW: SC,JB,JY	FIELD DATE: 11/07/22	F.B./PG.: 244/20,23,26-27,33-34,37,41		SHEET 1 OF 1

Drawing Name: W:\1567\1567 Center Ave_Survey\Civil 3D\1567_surbase.dwg Nov 21, 2022 10:19am

Attachment: Exhibit A (Survey) (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

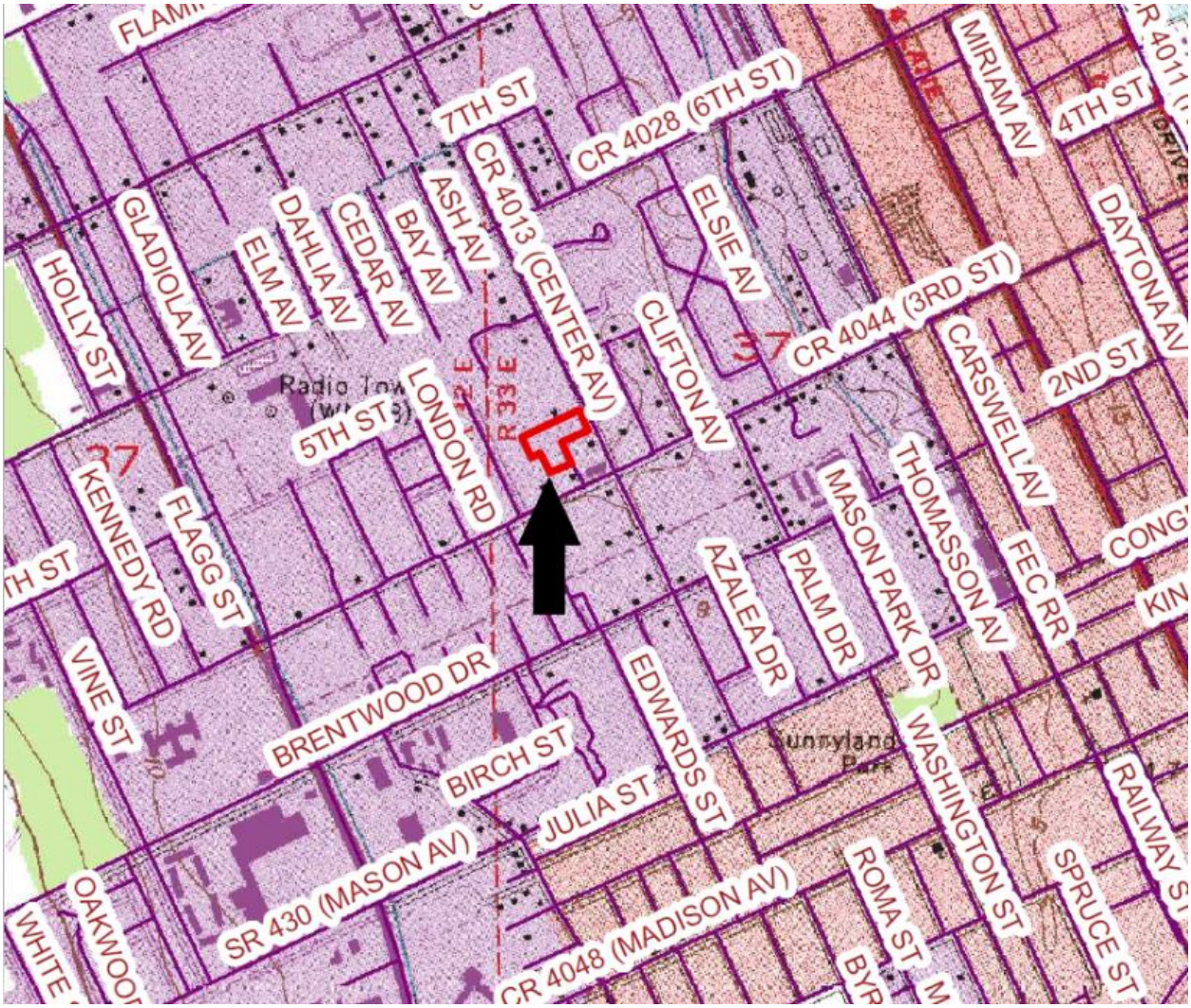
EXHIBIT B
Parcel Id Numbers of Subject Properties

424419000050, 424419000040, 424419000001, 424419000030,
424419000020, 424419000010, 523715000070, 523715000090



Attachment: Exhibit B - Parcel ID #s (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

Vicinity Map



Attachment: Exhibit C (Vicinity) (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)



Attachment: Exhibit D (Aerial) (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

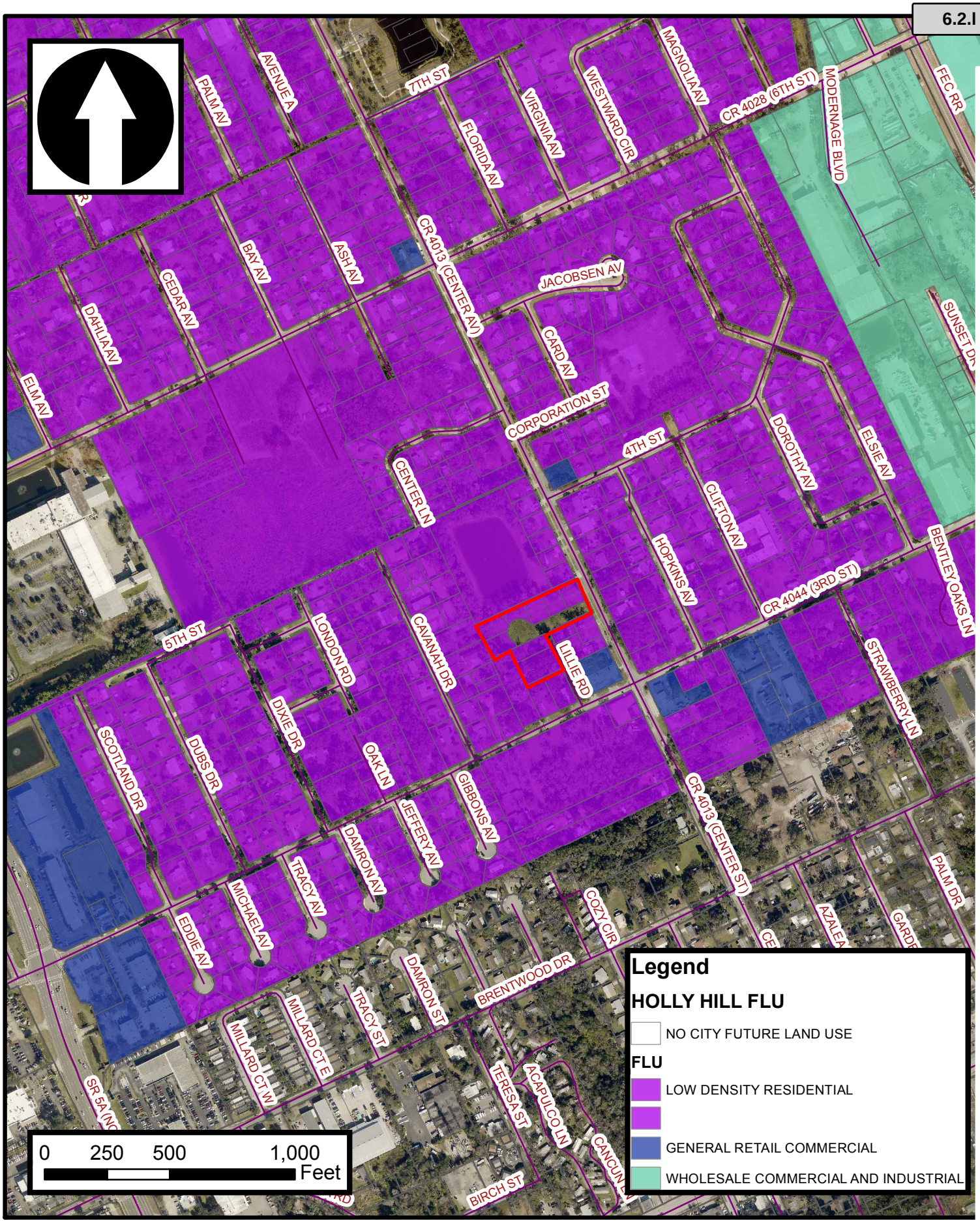
Legend

SITE

ANASTASIA COURT
AERIAL MAP

MARK DOWST & ASSOCIATES, INC.
CIVIL ENGINEERS • LAND SURVEYORS • LAND PLANNERS
536 N. Halifax Ave., Suite # 100 Daytona Beach

Document Path: C:\Users\WorkStation\Desktop\GIS Reports\1567 ANASTASIA COURT\SHEET 1 AERIAL (Letter).mxd



Attachment: Exhibit E1 (FLU) (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

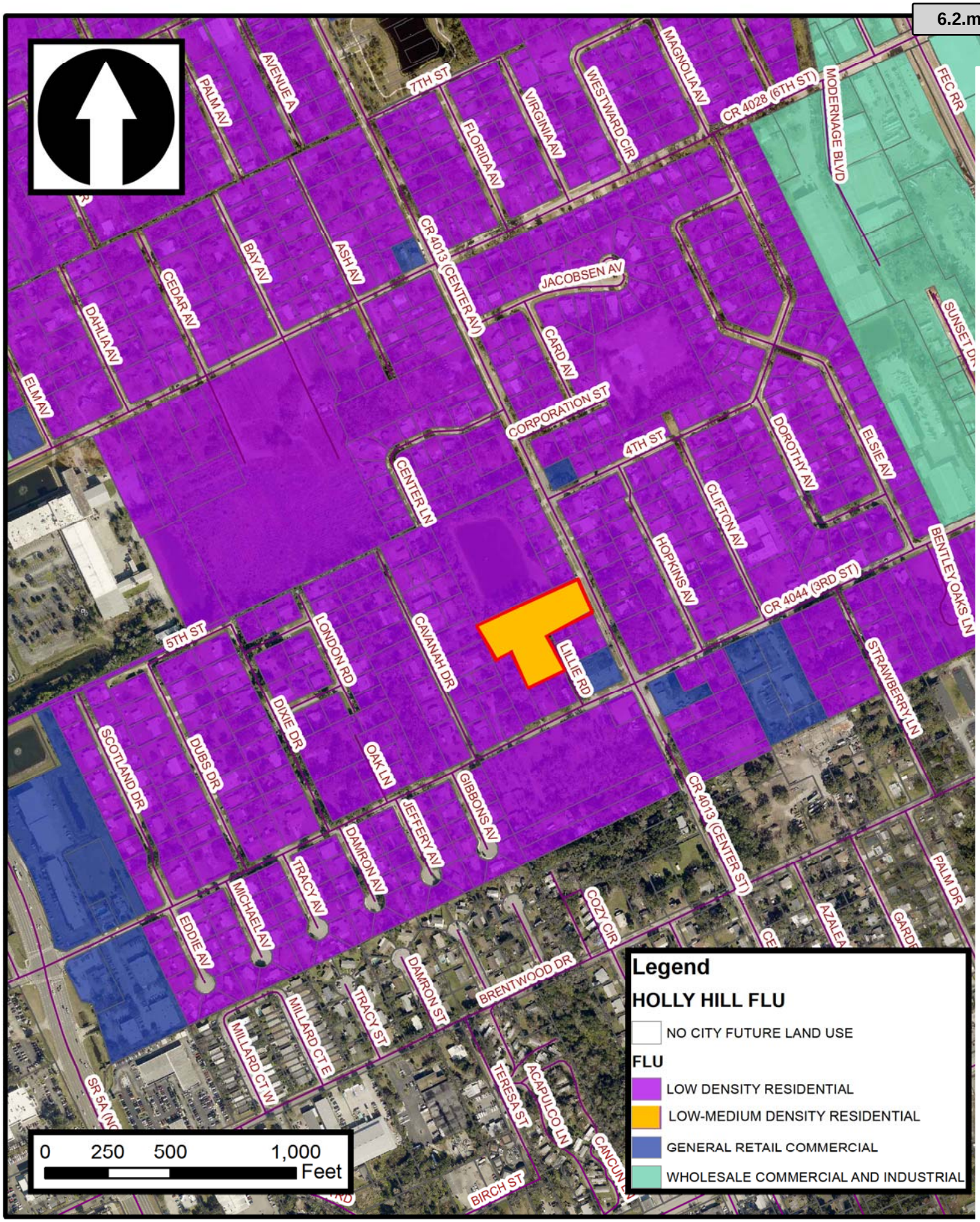
Legend

SITE

ANASTASIA COURT
FUTURE LAND USE MAP

MARK DOWST & ASSOCIATES, INC.
CIVIL ENGINEERS • LAND SURVEYORS • LAND PLANNERS
536 N. Halifax Ave., Suite # 100 Daytona Beach

Document Path: C:\Users\WorkStation\Desktop\GIS Reports\1567 ANASTASIA COURT\SHEET 4.mxd (Letter).mxd



Attachment: Exhibit E2 Proposed (FLU) (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

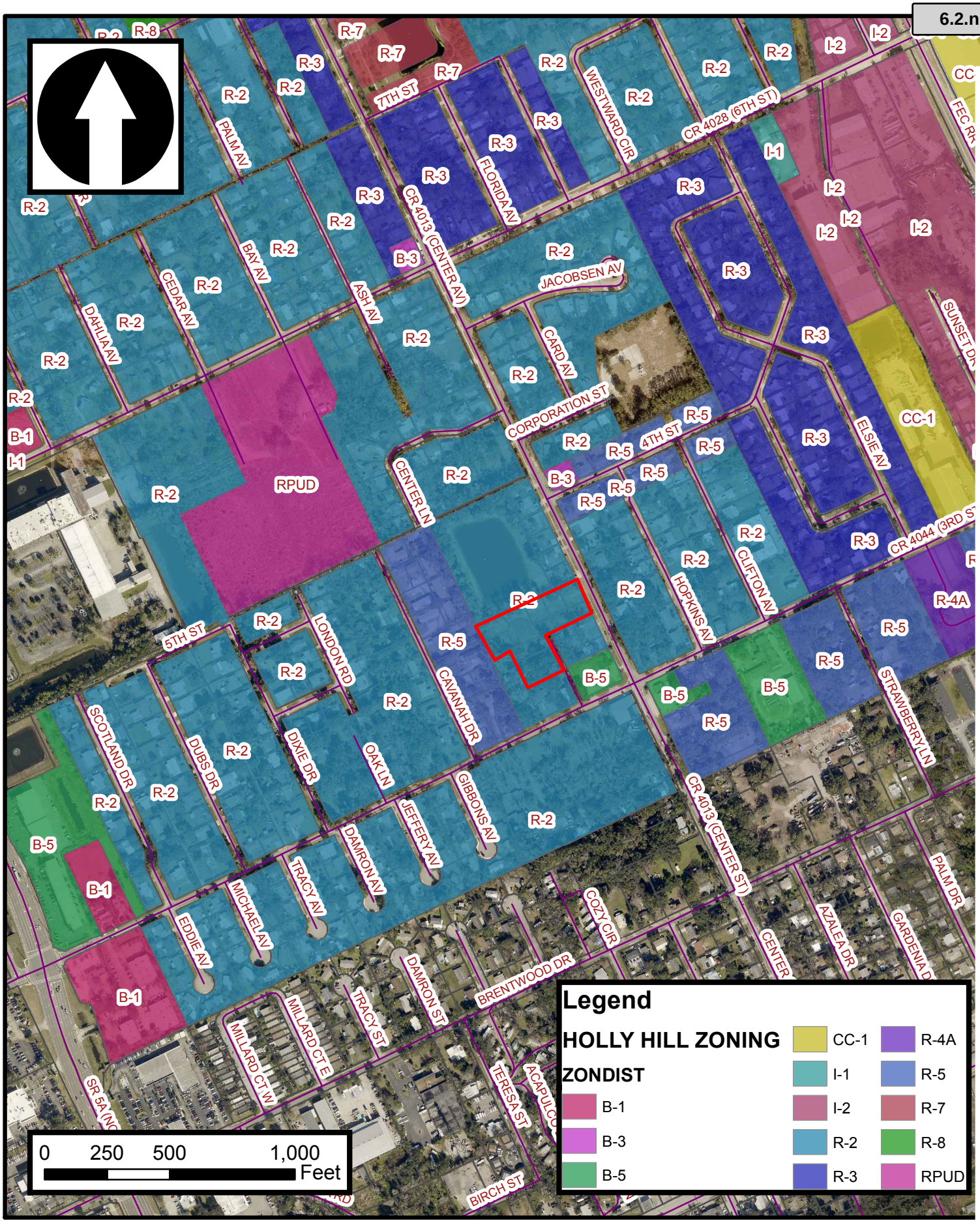
Legend

SITE

ANASTASIA COURT PROPOSED FLU MAP

MARK DOWST & ASSOCIATES, INC.
CIVIL ENGINEERS • LAND SURVEYORS • LAND PLANNERS
536 N. Halifax Ave., Suite # 100 Daytona Beach

Document Path: C:\Users\WorkStation\Desktop\GIS Reports\1567 ANASTASIA COURT\SHEET 4 fla (Letter).mxd



Attachment: Exhibit F1 (Zoning) (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

Legend

SITE

ANASTASIA COURT
ZONING MAP

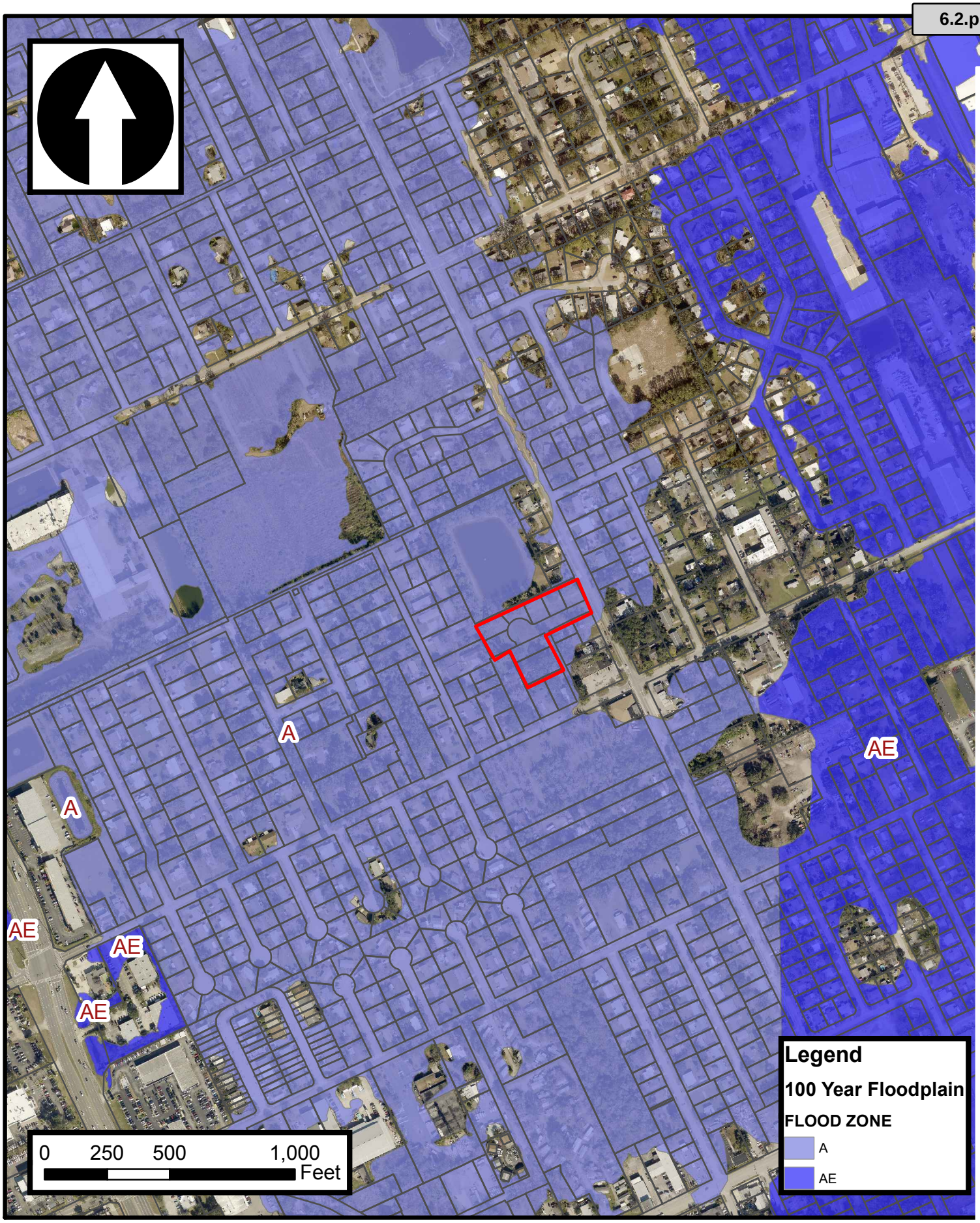
MARK DOWST & ASSOCIATES, INC.
CIVIL ENGINEERS • LAND SURVEYORS • LAND PLANNERS
536 N. Halifax Ave., Suite # 100 Daytona Beach

Document Path: C:\Users\WorkStation\Desktop\GIS Reports\1567 ANASTASIA COURT\SHEET 3 ZONING (Letter).mxd

Proposed Zoning

Residential Planned Unit Development





Attachment: Exhibit G (Flood) (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

Legend

SITE

ANASTASIA COURT
FLOOD MAP

MARK DOWST & ASSOCIATES, INC.
CIVIL ENGINEERS • LAND SURVEYORS • LAND PLANNERS
536 N. Halifax Ave., Suite # 100 Daytona Beach

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Mark Dowst & Associates, Inc.
ENGINEERS • PLANNERS • SURVEYORS

TECHNICAL MEMORANDUM

To: Jessica Gow

From: Matt Dowst, P.E.

Date: February, 10th 2023

Subject: Holly Hill
Anastasia Court Townhomes
MDA #1621

INTRODUCTION

Mark Dowst and Associates, Inc has been retained to prepare a trip generation comparison for the proposed project known as Anastasia Court Townhomes to determine the change in project trip generation as a result of the proposed Comp Plan and Rezoning Applications. The project is located on Center Ave, directly North of 3rd Street in Holly Hill, Florida.

The Trip Generation Memo has been requested due to a requirement of the Comp Plan Amendment and Rezoning process. The proposed site will change the comp plan from ***Low Density Residential*** to ***Low-Medium Density Residential***. The methodology and procedures used in this analysis are consistent with Florida Statues and analysis guidelines adopted by the City of Holly Hill.

PROJECT TRIP GENERATION PRE vs. POST CONDITIONS

The existing and proposed project trip generation was determined using the Institute of Transportation Engineers (ITE) document, Trip Generation Manual, 11th Edition. The existing Low Density Residential zoning allowed for a maximum of 6 dwelling units per acres. The proposed Low-Medium Density Residential zoning allowed for a maximum of 10 dwelling units per aces.

The Low Density Residential (ITE Code 210) was used for the existing development conditions.

The proposed intended uses for the Comp Plan will consist of a max 21 units (ITE Code 220). The existing and proposed trip generation for the daily, a.m., and p.m. peak-hours are shown in **Table 1** and **Table 2**, respectively.

Attachment: Exhibit H - Trip Generation (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

Table 1
Existing Comp Plan Trip Generation
(Low Density Residential)

Time Period	Land Use	Land Use Code	Trip Rate Equation	Size	Units	Total Trips
Daily	Low Density Residential	210	Ln(T) = 0.92 Ln(X) + 2.68 T = 9.43(X)	12	UNITS	143 113
AM Peak Hour	Low Density Residential	210	Ln(T) = 0.91 Ln(X) + 0.12 T = 0.70(X)	12	UNITS	11 8
PM Peak Hour	Low Density Residential	210	Ln(T) = 0.94 Ln(X) + 0.27 T = 0.94(X)	12	UNITS	14 11

Table 2
Proposed Comp Plan Trip Generation
(Low-Medium Density Residential)

Time Period	Land Use	Land Use Code	Trip Rate Equation	Size	Units	Total Trips
Daily	Low-Medium Density Residential	220	T = 6.74(X)	21	UNITS	142
AM Peak Hour	Low-Medium Density Residential	220	T = 0.40(X)	21	UNITS	8
PM Peak Hour	Low-Medium Density Residential	220	T = 0.51(X)	21	UNITS	11

CONCLUSION

The study was conducted to evaluate the potential impact of the proposed Comp Plan change from ***Low-Density Residential*** to ***Low-Medium Density Residential***. Based on this comparative analysis, there would be no significant change from ***Low-Density Residential*** to ***Low-Medium Density Residential*** *for the 2.11 ac Site.*

Attachment: Exhibit H - Trip Generation (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

VOLUSIA COUNTY SCHOOLS

Carmen J. Balgobin, Ed.D
Superintendent of Schools

School Board of Volusia County

Ms. Jamie M. Haynes, Chairman
Mrs. Anita Burnette, Vice Chairman
Mr. Ruben Colón
Mr. Carl Persis
Mrs. Jessie Thompson

Attachment: Exhibit I - Finding of Adequate Capacity (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

School Adequate Capacity Determination
Finding of Adequate Capacity Letter

July 19, 2023

Mr. Robert A. Merrell III, Esq
Cobb Cole
149 S Ridgewood Ave, Suite 700
Daytona Beach, FL 32114

RE : Anastasia Court Townhomes – City of Holly Hill
School Concurrency Case # 23-06-26-001-A

Dear Mr. Merrell:

The County Charter requires any Comprehensive Plan Amendment or Rezoning that allows increased residential density to be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

District staff reviewed the information for the proposed project known as Anastasia Court Townhomes associated with 2.11+/- acres of property located at or near the intersection of N Nova Rd and 3rd St within Holly Hill city limits. Proposed project would provide seventeen (17) multi-family townhome units.

The district uses a county wide Student Generation Rate (SGR) of (0.137) per multi-family dwelling unit to calculate projected students. By applying the SGR to the use types in Table 1 below, the project could generate three (3) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	0.258	0	0
Multifamily Dwelling Unit	0.137	17	3
Manufactured Home Dwelling Unit	0.052	0	0
	Total	**17**	**3**

When performing adequate capacity review district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%, Table 2 (next page). The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

FACILITIES SERVICES
3750 OLSON DRIVE • DAYTONA BEACH, FL 32124
PHONE: (386) 947-8786 • FAX (386) 506-5056

Table 2

Schools	SY 2022/23 Enrollment	% of Permanent Capacity	Plans for Capacity Increase Long-Term	Traditional K-12 students projected
Holly Hill School (K8)	1,154	102%	No	2
Halifax CSA (Mainland High)	1,866	107%	No	1
Other				0

The student projections generated by this project **will** increase the existing percentage above 100% permanent capacity at all school levels. However, the concurrency service area (CSA) for Holly Hill School is at or over 100% but below 115% for elementary and middle school level of service (LOS) standards. Likewise, the CSA for Mainland High is at or over 100% but below 120% for high school utilization standards. Based on this, the school district has no objections to the proposed development plan. Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at the time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time.

No student reservations have been made at this time.

Please note the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the current assigned schools.

Should you need additional information, please contact me at (386) 947-8786, extension 50806.

Sincerely,

Leimeriza V. Divina
Coordinator, Planning

CC: Carmen J. Balgobin, Ed.D, Superintendent of Schools
Ron Young, Director of Planning & Construction
Brian Walker, City Planner, City of Holly Hill
James F. Roberts, VCSB Planning Services Project File

Attachment: Exhibit I - Finding of Adequate Capacity (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

VOLUSIA COUNTY SCHOOLS

Finding of Adequate School Capacity

VOLUSIA COUNTY SCHOOL BOARD

Project Information	
Project Name	Anastasia Court Townhomes
VCSB Project #	**23-06-26-001-A**
Jurisdiction Project #	
Parcel ID Numbers	4244-19-00-0050; 4244-19-00-0040; 4244-19-00-0001; 4244-19-00-0030; 4244-19-00-0020; 4244-19-00-0010; 5237-15-00-0090; 5237-15-00-0070
Project Location	N Nova Rd and 3rd St
Potential Residential Units	17 Multi-Family Units
Property Owner/Applicant	Robert A. Merrell III Esq, Cobb Cole
Notes: Additional review will be required at the time of subdivision/site plan submittal(s). No Student Reservations have been made.	

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is not being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, it may be subject to additional school capacity review in the future.

Leineriza V. Divina
Coordinator, Planning

July 19, 2023
Issue Date

Created: 9/2007
Owner: Facilities Services

2007-073-VCS
Print Locally

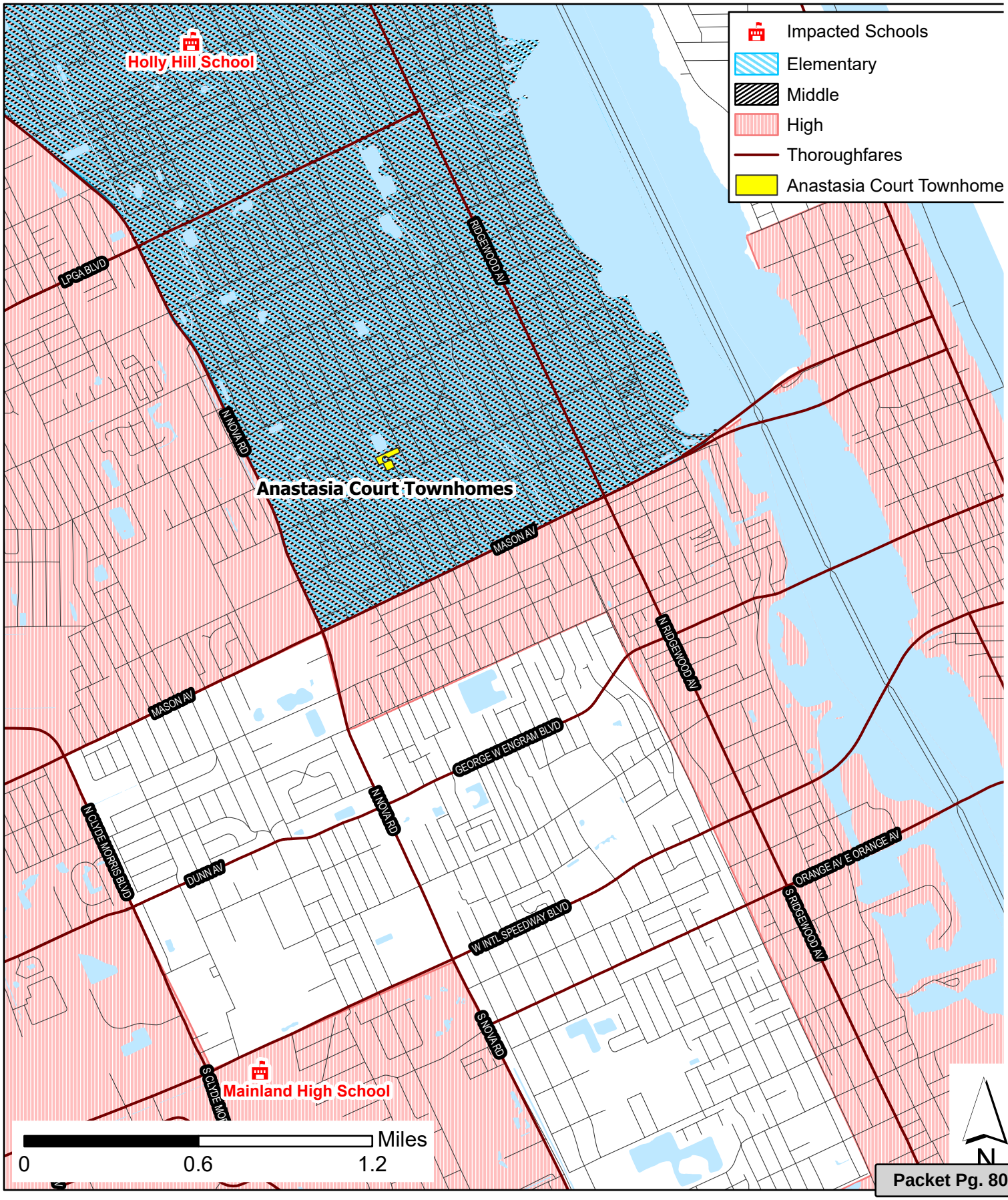
Attachment: Exhibit I - Finding of Adequate Capacity (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

VCSB Schools Impacted by Development

School Concurrency Review - Anastasia Court Townhomes

VOLUSIA COUNTY SCHOOL

Created by Facilities Serv
June 2



Attachment: Exhibit I - Finding of Adequate Capacity (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

Table 1: Land Use and Zoning Table

Anastasia Court - Townhomes

	Existing Development	Future Land Use Designation	Zoning Classification
Site	**Vacant Land**	**Low Density Single-Family Residential**	**R-2 (Residential)**
North	**Retention Pond and Residential Development**	**Low Density Single-Family Residential**	**R-2 (Residential)**
South	**Residential Development**	**Low Density Single-Family Residential**	**R-2 (Residential)**
East	**Residential Development**	**Low Density Single-Family Residential**	**R-2 (Residential)**
West	**Residential Development**	**Low Density Single-Family Residential**	**R-5 (Two-Family Residential)**

Attachment: Zoning and Land Use Table (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

EXHIBIT J

REVIEW OF THE REZONE APPLICATION

Sec. 82-372. - provides the following criteria, which the Board of Planning and Appeals and City Commission shall utilize in reviewing a rezoning request:

1. Is it consistent with all adopted elements of the comprehensive plan?
    a. **Response:** The proposed rezoning is consistent with the Comprehensive Plan, as amended, concurrently with the review of this rezoning request. The proposed small-scale comprehensive plan amendment application package, being submitted alongside this application, includes an overview of constituency at the Comprehensive Plan level.

2. What is its impact upon the environment or natural resources?
    a. **Response:** The current zoning designation of the property allows for development of the site for residential uses. The applicant is requesting a rezoning to a Planned Unit Development to allow for development of a townhome subdivision within the property. While the product type will change, the use as a single family, fee-simple home will remain. As a result, no additional impact is contemplated to the environment or natural resources. The property is located in a developed corridor of the City in close proximity to urban services.

3. What is its impact upon the economy of any affected area?
    a. **Response:** Development of the property for residential uses will provide additional housing stock for a growing area of our community. The proposed development of the property will result in an increased ad valorem taxation value for the City as well.

4. What is its impact upon any existing necessary governmental services such as schools, sewage disposal, solid waste or transportation systems?
    a. **Response:** The current zoning designation of the property allows for development of the site for residential uses. The applicant is requesting a rezoning to a Planned Unit Development to allow for development of a townhome subdivision within the property. While the product type will change, the use as a single family, fee-simple home will remain. As a result, no additional impact is contemplated to the environment or natural resources. The property is located in a developed corridor of the City in close proximity to urban services.

5. Are there any changes in circumstances or conditions affecting the area?
    a. **Response:** The proposed townhome use will create a transitional housing type from the commercial use located at the corner of Center Avenue and 3rd Street to the surrounding single family residential uses.

6. Are there any mistakes in the original classification?
    a. **Response:** We do not believe there is necessarily an error in the original classification – we believe the Planned Unit Development zoning classification will allow for a

Attachment: Exhibit J - Rezone Criteria (2024-O-3074 : Anastasia Court - RZ and CPA - Ordinances 3074 and 3075)

unique design and product type within this area of the site that is appropriate in scale and location for this Property.

7. What is its effect upon the use or value of the affected area?
    a. **Response:** Development of the property for residential uses will provide additional housing stock for a growing area of our community. The proposed development of the property will result in an increased ad valorem taxation value for the City as well.

8. What is its impact upon the public health, welfare, safety, or morals?
    a. **Response:** The current zoning designation of the property allows for development of the site for residential uses. The applicant is requesting a rezoning to a Planned Unit Development to allow for development of a townhome subdivision within the property. While the product type will change, the use as a single family, fee-simple home will remain. As a result, no additional impact is contemplated to the environment or natural resources. The property is located in a developed corridor of the City in close proximity to urban services.

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Proposed Elevations - Anastasia





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