CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● SEPTEMBER 24, 2024

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

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

HOLLY HILL
FLORIDA

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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 2 - Commissioner
Penny Currie

District 3 - Commissioner
John C. Danio

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

a. Roll Call
b. Invocation by City Commission Penny Currie
c. Pledge of Allegiance

2. PUBLIC HEARINGS - BUDGET & MILLAGE RATE - SECOND 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. Resolution –2024-R-65 PUBLIC HEARING - SECOND READING - a Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Final Levying of Ad Valorem Taxes for the City of Holly Hill for Fiscal Year 2024-2025; Providing for Severability; and Providing for an Effective Date.

   (Requested by Michele Moore, Finance)

2. Resolution –2024-R-66 PUBLIC HEARING - SECOND READING - a Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Final Budget for the City of Holly Hill for the Fiscal Year 2024-2025; Providing for Severability; and Providing for an Effective Date.

   (Requested by Michele Moore, Finance)

3. PRESENTATION

1. Economic Development Update

   (Requested by Valerie Manning, City Clerk)

4. PUBLIC COMMENTS

5. APPROVAL OF MINUTES

1. Minutes - September 9, 2024 - Regular City Commission Meeting/First Public Hearing on Budget FY2024-2025

   (Requested by Valerie Manning, City Clerk)

6. CONSENT AGENDA - ITEMS (1 - 7)

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-67 A Resolution of the City Commission of the City of Holly Hill, Florida, Increasing the "Not to Exceed" Purchasing Authority with Carmeuse Lime and Stone, Inc., to $182,000 for High Quick Lime, and Authorizing the City Manager to Execute the Same; Providing for Severability; Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

2. Resolution –2024-R-68 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Recommendation of Award for the Tidal Backflow Preventors Project to All State Civil Construction, Inc., and Authorizing the City Manager to Execute a Contract with All State Civil Construction, Inc., in the Amount of $615,960.00; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

3. Resolution –2024-R-69 A Resolution of the City Commission of the City of Holly Hill, Florida, to Approve the Auction of Items Identified to be Surplused According to Purchasing Policy Section 13.2; Providing for Severability; Providing for an Effective Date.

   (Requested by Michele Moore, Finance)

4. Package Insurance Policy Renewal for FY2025

   (Requested by Michele Moore, Finance)

5. Position Pay Plan - FY2024-2025

   (Requested by Valerie Manning, City Clerk)

6. CivicPlus - Full Service Supplementation Subscription & Online Code Hosting Subscription Billing Agreement for Municode Codification Services

   (Requested by Valerie Manning, City Clerk)

7. UPS Temporary Holiday Package Storage Facility Agreement 2024

   (Requested by Valerie Manning, City Clerk)

7. REGULAR AGENDA

1. Resolution –2024-R-70 A Resolution of the City of Holly Hill, Florida, Ratifying a Three Year Agreement with the Professional Firefighters' of Holly Hill, Local 3470, October 1, 2024 - September 30, 2027; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.

   (Requested by Valerie Manning, City Clerk)

2. Resolution –2024-R-71 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the State of Florida Drinking Water State Revolving Fund Planning, Design, and Construction Agreement DW6410B0; Designating the Authorized Representative; Providing for Capital Funding; Providing for Assurances, and Providing for Conflicts; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

3. Resolution –2024-R-72 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the State of Florida Clean Water State Revolving Fund Planning, Design, and Construction Agreement WW6410A0; Designating the Authorized Representative; Providing for Capital Funding; Providing for Assurances, and Providing for Conflicts; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

4. Resolution –2024-R-73 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute the Task Order with Mead and Hunt, Inc., for Engineering Services for Water Plant Improvements Associated with SAHFI Grant Facility Plan in the Amount of $1,136,268.00; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

5. Resolution –2024-R-74 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Sign a One Year Lease Agreement Extension Between the City and the Volusia / Flagler YMCA; Establishing the Terms of This Agreement; Providing for Severability; and Providing an Effective Date.

   (Requested by Joseph Forte, City Manager)

6. Uncollectible Utility Account Adjustments

   (Requested by Michele Moore, Finance)

8. PUBLIC HEARINGS - NONE

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9. COMMUNICATIONS

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

10. ADJOURNMENT

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

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



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



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

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

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **September 24, 2024**
FROM: **Michele Moore**
SUBJECT: **PUBLIC HEARING - SECOND READING - a Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Final Levying of Ad Valorem Taxes for the City of Holly Hill for Fiscal Year 2024-2025; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-65**
APPLICANT:
PLANNER:

DISCUSSION:

Florida Statute requires the City to hold a Public Hearing to adopt a final millage rate for the upcoming fiscal year, 2024-2025. The City Commission adopted the tentative millage rate of 5.8 at the tentative public hearing at a meeting on September 9, 2024.

Before the adoption of the final millage rate, the Notice of Proposed Property Taxes, otherwise known as TRIM (Truth in Millage) notice, was prepared and mailed to taxpayers by the County Property Appraiser. Printed on the TRIM notice is the date of the first scheduled public hearing to adopt the tentative budget and the tentative millage rate which was approved September 9, 2024. The City is required to provide notice of the final hearing with an advertisement containing the summary budget information along with the final millage rate and the final approved budget. This was published Friday, September 20, 2024 in the Daytona Beach News-Journal.

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

FISCAL ANALYSIS:

The City Commission is hereby being requested to set the final millage rate at the proposed millage rate of 5.8. The proposed budget for the Fiscal Year 2024-2025 Budget is based on this millage rate which is 7.11% above the rolled back rate of 5.4151 mills.

STAFF RECOMMENDATION:

Approve the Resolution adopting the final millage rate of 5.8 mills.

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 RESOLUTION ADOPTING THE FINAL MILLAGE RATE OF 5.8 MILLS.

Resolution No. 2024-65

PUBLIC HEARING - SECOND READING - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF HOLLY HILL FOR FISCAL YEAR 2024-2025; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2024-2025; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 9, 2024, adopted a Fiscal year 2024-2025 tentative millage rate following a public hearing as required by Florida Statute 200.065; and

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 24, 2024, adopted a Fiscal year 2024-2025 final millage rate following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Holly Hill of Volusia County Florida, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation Volusia County has been certified by the County Property Appraiser to the City of Holly Hill as $819,576,175.

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

SECTION 1. The FY 2024-2025 final operating millage is 5.8 mills, which is greater than the rolled-back rate of 5.4151 mills by 7.11%

SECTION 2. The Final Public Hearing was held on September 24, 2024 at 6:00pm.

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 24th day of SEPTEMBER, 2024 for final reading.

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **September 24, 2024**
FROM: **Michele Moore**
SUBJECT: **PUBLIC HEARING - SECOND READING - a Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Final Budget for the City of Holly Hill for the Fiscal Year 2024-2025; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-66**
APPLICANT:
PLANNER:

DISCUSSION:

Florida Statute requires the City to hold a Public Hearing to adopt a final budget for the upcoming fiscal year, 2024 - 2025. State law requires that two formal public hearings be held in September and the first hearing date cannot conflict with the hearing dates established by the County School Board or the County Commission.

The first hearing to adopt a tentative budget was on September 09, 2024. September 24, 2024 is the second hearing to adopt the Final Budget.

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

FISCAL ANALYSIS:

Dependent upon City Commission action.

STAFF RECOMMENDATION:

Approve the Resolution and the Final budget.

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 RESOLUTION ADOPTING THE FINAL BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2024 - 2025.

ATTACHMENTS:

- COHH FY2025 Adopted Budget (PDF)

Resolution No. 2024-66

PUBLIC HEARING - SECOND READING - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2024-2025; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2024 - 2025; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 09, 2024, held a public hearing for the tentative budget as required by Florida Statute 200.065; and

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 24, 2024, held a public hearing for the final budget as required by Florida Statute 200.065; and

WHEREAS, the City of Holly Hill of Volusia County Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2024-2025.

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

SECTION 1. That the City Commission of the City of Holly Hill, Florida pursuant to the Charter of the City of Holly Hill and Chapter 166, Florida Statutes, does hereby adopt the Final General, Enterprise and all other related Fund Budgets, which are attached hereto and incorporated herein as Exhibit "A", which may later be amended by the City Commission.

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 24th day of SEPTEMBER, 2024 for final reading.

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

HOLLY HILL
FLORIDA

FY 2024-2025

Adopted Budget

September 24, 2024

CITY OF HOLLY HILL BUDGET SUMMARY

BUDGET FY 2024-2025

REVENUE AND EXPENDITURES FY 2024-2025	REVENUE	EXPENDITURE
001 - GENERAL FUND	$ 12,213,482	$ 12,213,482
002 - LOGT 2nd	$ 435,000	$ 435,000
004 - BUILDING AND ZONING	$ 406,629	$ 406,629
006 - FIRE DONATIONS	$ -	$ -
010 - HURRICANE MATTHEW	$ -	$ -
015 - HURRICANE IRMA	$ -	$ -
101 - POLICE IMPACT FEES	$ -	$ -
102 - FIRE IMPACT FEES	$ -	$ -
103 - ROAD IMPACT FEES	$ -	$ -
104 - PARK IMPACT FEES	$ -	$ -
110 - LAW ENFORCEMENT TRUST	$ -	$ -
130 - CRA	$ 3,288,458	$ 3,288,458
135 - CRA FOUNTAIN HEAD	$ -	$ -
139 - CRA CAPITAL PROJECTS	$ 1,172,950	$ 1,172,950
301 - GENERAL CAPITAL PROJECTS	$ 525,966	$ 525,966
400 - WATER & SEWER	$ 8,753,961	$ 8,753,961
401 - WATER IMPACT FEES	$ -	$ -
402 - SEWER IMPACT FEES	$ -	$ -
407 - WATER & SEWER R & R	$ 3,988,000	$ 3,988,000
409 - WATER & SEWER RESERVES	$ -	$ -
460 - STORMWATER	$ 1,164,270	$ 1,164,270
461 - STORMWATER CAPITAL	$ 350,000	$ 350,000
495 - SOLID WASTE	$ 3,509,700	$ 3,509,700
605 - POLICE EXPLORERS	$ 150	$ 150
TOTAL ALL FUNDS:	$ 35,808,566	$ 35,808,566

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Holly Hill, FL

Budget Worksheet

Account Summa

For Fiscal: 2024-2025 Period Ending: 09/30/2(

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

				Defined Budgets			
		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 001 - GENERAL FUND							
Division: 0000 - UNDESIGNATED							
001-0000-311-1000	AD-VALOREM TAXES	3,402,424.00	3,302,139.01	3,585,407.35	3,468,759.93	3,946,290.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	5.8 MILS PER $1,000 @ 95% COLLECTION			0.00	0.00	-3,946,290.00	
001-0000-311-2000	DELINQUENT AD-VALOREM TAX	5,000.00	200,446.76	5,000.00	229,898.52	5,000.00	0.00
001-0000-312-4100	1ST LOCAL OPTION FUEL TAXES	185,198.00	184,447.56	183,326.00	153,702.84	201,128.00	0.00
001-0000-312-5100	FIRE INS/FIRE PENSION	48,566.00	105,789.25	49,814.00	62,142.69	105,789.00	0.00
001-0000-312-5200	LOCAL OPTION TAXES / INS TAX...	153,901.00	166,619.43	146,676.00	183,588.44	166,619.00	0.00
001-0000-314-1000	ELECTRICITY UTILITY SERVICE T...	1,080,000.00	1,282,297.32	1,219,000.00	1,091,174.80	1,230,000.00	0.00
001-0000-314-3000	WATER UTILITY TAX	345,000.00	389,632.93	398,000.00	330,356.08	398,000.00	0.00
001-0000-314-4000	NATURAL GAS UTILITY TAX	16,000.00	14,192.16	16,000.00	14,356.74	12,000.00	0.00
001-0000-314-8000	PROPANE UTILITY TAX	17,000.00	17,325.94	18,000.00	14,564.74	16,000.00	0.00
001-0000-315-1000	TELECOMMUNICATION TAX	382,278.00	396,356.95	406,184.00	254,514.11	391,607.00	0.00
001-0000-316-0000	LOCAL BUSINESS TAX	200,000.00	178,346.64	191,000.00	198,576.19	191,000.00	0.00
001-0000-323-1000	FRANCHISE FEES-ELECTRICITY	755,000.00	974,396.20	828,633.00	566,745.96	800,000.00	0.00
001-0000-323-4000	GAS	23,000.00	23,318.81	23,000.00	22,666.39	23,000.00	0.00
001-0000-323-9100	TOWING SERVICE	24,065.00	24,064.92	24,065.00	22,059.51	24,065.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	ARROW TOWING CONTRACT			0.00	0.00	-24,065.00	
001-0000-329-1000	OTHER PERMITS AND FEES	2,900.00	4,570.00	3,400.00	750.00	3,400.00	0.00
001-0000-329-1010	GARAGE SALE PERMITS	900.00	810.00	800.00	700.00	800.00	0.00
001-0000-329-1020	APPLICATION FEE-BOPA	0.00	50.00	50.00	0.00	50.00	0.00
001-0000-329-1030	GOLF CART REGIST-RESIDENT	0.00	25.00	25.00	75.00	25.00	0.00
001-0000-329-1040	APPLICATION FEE-BTR(OL)	5,000.00	5,268.27	5,000.00	6,242.00	5,000.00	0.00

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
001-0000-329-1050	FOOD TRUCK DAILY PERMIT	200.00	50.00	200.00	150.00	200.00	0.00
001-0000-329-2000	FIRE INSPECTION FEES	27,000.00	35,206.95	46,000.00	38,670.60	46,000.00	0.00
001-0000-329-4010	HERA REGISTRY	10,000.00	7,128.00	10,000.00	4,800.00	10,000.00	0.00
001-0000-331-2410	FEDERAL GRANTS	2,259.00	2,559.00	0.00	2,577.00	0.00	0.00
001-0000-331-2425	VOCA GRANT	59,562.00	55,716.17	50,590.00	35,131.09	40,472.00	0.00
001-0000-331-2500	US DOT/FL DOT	65,000.00	65,519.18	65,000.00	32,196.95	56,000.00	0.00
001-0000-331-5200	FEMA - REIMBURSEMENT	0.00	0.00	0.00	99,506.79	0.00	0.00
001-0000-334-5200	FEMA - HURRICANE REIMB	0.00	0.00	0.00	1,282.26	0.00	0.00
001-0000-335-1200	STATE SHARED REVENUES	543,570.00	659,831.84	616,653.00	580,773.42	615,452.00	0.00
001-0000-335-1400	MOBILE HOME LICENSES	14,500.00	14,314.41	16,000.00	14,134.31	16,000.00	0.00
001-0000-335-1500	ALCOHOL BEVERAGE TAX	11,000.00	10,409.33	11,000.00	11,166.52	11,000.00	0.00
001-0000-335-1800	LOCAL GOVT 1/2 CENT TAX	800,987.00	904,019.83	900,112.00	657,131.35	871,987.00	0.00
001-0000-335-2100	FIREFIGHTER SUPPL. COMP.	5,000.00	8,076.23	5,000.00	3,716.67	5,000.00	0.00
001-0000-338-2000	SHARED REV/OTHER LOCAL UN	10,000.00	11,811.83	10,000.00	1,038.82	10,000.00	0.00
001-0000-341-0130	COST ALLOCATION-CRA	92,445.00	92,445.00	98,893.00	98,893.00	112,522.00	0.00
001-0000-341-0400	COST ALLOCATION-W&S	1,188,443.00	1,188,443.00	1,195,636.00	1,195,636.00	1,262,699.00	0.00
001-0000-341-0460	STORMWATER	183,099.00	183,099.00	154,214.00	154,214.00	142,420.00	0.00
001-0000-341-0495	SOLID WASTE	329,620.00	329,620.00	339,748.00	339,748.00	323,783.00	0.00
001-0000-342-1010	COPIES/PD RPTS/OTHER	1,500.00	1,362.15	1,700.00	1,283.15	1,700.00	0.00
001-0000-342-1020	FINGERPRINTS/FALSE ALARMS	7,000.00	14,136.00	10,300.00	9,740.00	10,300.00	0.00
001-0000-342-2010	FALSE FIRE ALARMS	0.00	2,225.00	300.00	4,025.00	300.00	0.00
001-0000-342-2020	FIRE PLAN REVIEW FEES	2,000.00	1,140.00	2,000.00	13,672.99	2,000.00	0.00
001-0000-344-9010	FDOT MEDIAN MAINT	25,032.00	40,381.46	34,502.00	34,503.00	34,503.00	0.00
001-0000-344-9012	TRAFFIC SIGNAL MAINT-DOT	42,184.00	0.00	0.00	27,692.00	0.00	0.00
001-0000-344-9015	HWY LIGHTING MAINT - DOT	41,547.00	41,547.29	42,794.00	117,730.62	44,382.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	BASED ON CONTRACT	0.00	0.00	-44,382.00

001-0000-347-2100	CULTURE/RECREATION	4,000.00	5,553.02	4,200.00	3,400.95	4,200.00	0.00
001-0000-347-4050	SPECIAL EVENT PASSTHROUGH	0.00	-143.75	0.00	0.00	0.00	0.00
001-0000-347-4300	PROMOTIONAL ACTIVITY	600.00	746.91	300.00	633.14	300.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
001-0000-347-5300	SICA HALL REVENUES	12,750.00	14,275.00	13,000.00	16,505.00	13,000.00	0.00
001-0000-349-2000	LAND DEV (BOPA)	700.00	550.00	800.00	250.00	800.00	0.00
001-0000-349-2010	COMP PLAN AMENDMENTS	4,000.00	4,000.00	4,500.00	4,000.00	4,500.00	0.00
001-0000-349-2020	REZONING	4,500.00	5,400.00	5,500.00	7,360.00	5,500.00	0.00
001-0000-349-2071	RESIDENTIAL VARIANCE	600.00	1,050.00	700.00	1,050.00	700.00	0.00
001-0000-349-2080	ZONING VERIFICATION LETTR	1,300.00	1,825.00	1,000.00	1,225.00	1,000.00	0.00
001-0000-349-2100	PASS-THRU LEG.ADS,ADV,LEG	1,400.00	0.00	500.00	0.00	500.00	0.00
001-0000-349-4000	CERTIFICATN/COPIES/RESRCH	12,000.00	11,451.41	12,400.00	16,946.68	12,400.00	0.00
001-0000-349-4010	CERTIFICATN/COPIES/RESRCH /...	340.00	605.85	400.00	127.03	400.00	0.00
001-0000-349-5030	LAND DEVELOPMENT-OTHER	8,800.00	6,800.00	2,000.00	48,932.48	2,000.00	0.00
001-0000-349-5040	SPECIAL EXCEPTION	0.00	1,500.00	0.00	1,755.00	0.00	0.00
001-0000-349-5060	STREET VACATIONS	0.00	0.00	0.00	325.00	0.00	0.00
001-0000-349-5070	SITE PERMIT	0.00	0.00	0.00	106,347.00	0.00	0.00
001-0000-351-2000	CIRCUIT COURT-CRIMINAL	8,900.00	18,437.99	9,900.00	16,606.26	9,900.00	0.00
001-0000-351-2030	POLICE EDUCATION	200.00	254.00	200.00	290.00	200.00	0.00
001-0000-351-5000	TRAFFIC COURT	16,600.00	23,135.33	16,600.00	17,539.14	16,600.00	0.00
001-0000-351-5030	POLICE EDUCATION	1,900.00	3,142.00	2,000.00	2,432.00	2,000.00	0.00
001-0000-351-9000	OTHER	0.00	25.75	0.00	582.72	0.00	0.00
001-0000-354-0000	LOCAL ORDINANCE VIOLATION	300.00	2,750.00	1,300.00	23,037.48	1,300.00	0.00
001-0000-354-1010	CODE VIOLATION FEES	24,000.00	38,290.53	35,000.00	12,942.92	35,000.00	0.00
001-0000-354-1020	PER DAY FINES	0.00	86,700.17	5,000.00	89,119.89	5,000.00	0.00
001-0000-354-1030	SPECIAL MASTER FEE	6,200.00	7,550.00	5,000.00	11,345.34	5,000.00	0.00
001-0000-354-1035	RENTAL HOUSING INSPECTION	0.00	0.00	97,438.00	0.00	55,842.00	0.00
001-0000-361-1000	INTEREST & OTHER EARNINGS	600.00	12,057.91	2,660.00	60,395.49	52,932.00	0.00
001-0000-361-1500	INVESTMENT EARNINGS	24,000.00	204,203.36	73,217.00	129,972.22	115,500.00	0.00
001-0000-361-3010	INCR/DECR FAIR VAL-INVEST	0.00	5,249.66	0.00	17,319.39	0.00	0.00
001-0000-362-5000	RENTS & LEASE	4,200.00	0.00	0.00	1.00	0.00	0.00
001-0000-364-4100	DISPOS. OF FIXED ASSETS	0.00	6,974.07	0.00	3,787.00	0.00	0.00
001-0000-366-9000	CNTRB & DON/PRIV SOURCE	2,500.00	4,550.00	0.00	3,405.00	0.00	0.00
001-0000-366-9040	SAFETY GRANT-INS SPONSR'D	5,000.00	5,000.00	5,000.00	3,812.50	5,000.00	0.00
001-0000-366-9050	SPONSORSHIPS-LOCDINNER	0.00	2,200.00	11,040.00	11,040.00	0.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
001-0000-367-1001	OTHER LICENSES	0.00	15.00	0.00	0.00	0.00	0.00
001-0000-369-1010	CONVENIENCE FEES	0.00	0.00	0.00	82,882.84	114,000.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	CONVENIENCE FEES	12.00	-9,500.00	-114,000.00

001-0000-369-2010	COLLECTION FEES ADMIN	400.00	0.00	0.00	35.00	0.00	0.00
001-0000-369-2020	COLLECTION AGENCY FEES	300.00	0.00	0.00	47.69	0.00	0.00
001-0000-369-3030	SETTLEMENTS	0.00	41,503.00	0.00	52,893.51	0.00	0.00
001-0000-369-8010	REBATES,REFUNDS,DISCOUNTS	9,500.00	12,413.45	7,500.00	12,189.61	10,000.00	0.00
001-0000-369-9000	MISC REVENUES	7,600.00	6,541.70	2,000.00	18,595.47	2,500.00	0.00
001-0000-381-0101	TRANSFER-LAW ENF IMPACT F...	15,900.00	15,900.00	0.00	0.00	0.00	0.00
001-0000-381-0130	TRANSFER FRM COMM REDEV...	8,580.00	8,580.00	9,923.00	9,923.00	9,915.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	FLEET	1.00	-9,915.00	-9,915.00

001-0000-381-0400	TRANSFER FRM ENTERPRISE	218,922.00	218,922.00	0.00	0.00	0.00	0.00
001-0000-381-0460	TRANSFER FRM STORMWATER	23,400.00	23,400.00	0.00	0.00	0.00	0.00
001-0000-389-1000	PRIOR YEAR CARRYOVER	384,229.00	0.00	169,068.58	0.00	591,000.00	0.00
	Division: 0000 - UNDESIGNATED Total:	**10,922,401.00**	**11,740,548.18**	**11,212,168.93**	**10,889,340.23**	**12,213,482.00**	**0.00**
Division: 1101 - COMMISSION							
001-1101-511-1200	REGULAR SALARIES	44,000.00	43,999.80	44,000.00	39,769.03	62,388.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	COMMISSIONERS 4	4.00	0.00	0.00
2024-2025	GOVERMENT OFFICIALS REGULAR SALARIES TOTAL	0.00	0.00	62,388.00
2024-2025	MAYOR 1	1.00	0.00	0.00

001-1101-511-2100	FICA/MEDICARE TAXES	2,000.00	1,535.75	3,400.00	1,388.20	4,820.00	0.00
001-1101-511-2300	LIFE & HEALTH INSURANCE	46,500.00	36,436.76	47,510.00	33,701.04	46,980.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	HEALTH INSURANCE & HSA	5.00	9,340.00	46,700.00
2024-2025	LIFE INSURANCE	5.00	56.00	280.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
001-1101-511-2400	WORKERS COMP INSURANCE	100.00	40.04	440.00	36.19	610.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	WORKERS COMP			0.00	0.00	610.00	
001-1101-511-4001	TRAVEL & PER DIEM	4,800.00	1,952.02	4,800.00	1,249.96	4,800.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	FLC CONFERENCE			0.00	0.00	4,800.00	
001-1101-511-4200	POSTAGE, FRT, EXPRESS	100.00	0.00	100.00	0.00	100.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CARDS AND LETTERS			0.00	0.00	100.00	
001-1101-511-4500	INSURANCE/NON-EMPLOYEE	26,250.00	26,204.12	28,992.00	29,228.44	31,892.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BROWN & BROWN PACKAGE POLICY			0.00	0.00	31,892.00	
001-1101-511-4700	PRINTING & BINDING	500.00	49.00	500.00	0.00	500.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BUSINESS CARD, NEWLY ELECTED PHOTO			0.00	0.00	500.00	
001-1101-511-4901	OTHER CHARGES	200.00	70.00	200.00	0.00	200.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	MISC, CHARGES			0.00	0.00	200.00	
001-1101-511-5205	MEETING EXPENSE	500.00	478.80	500.00	858.80	500.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	REFRESHMENTS COMMISSION MEETINGS			0.00	0.00	500.00	
001-1101-511-5220	CLOTHING & EQUIPMENT	250.00	0.00	650.00	0.00	650.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	COMISSION POLO SHIRTS			0.00	0.00	650.00	
001-1101-511-5400	BOOKS/PUBL/SUBSCR/MEMBE...	6,200.00	4,546.00	5,500.00	4,771.00	6,500.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	FIRST STEP BANQUET			0.00	0.00	1,000.00	
2024-2025	FLORIDA LEAGUE OF CITIES			0.00	0.00	2,000.00	
2024-2025	LEAGUE OF MAYORS			0.00	0.00	500.00	
2024-2025	R2C TPO			0.00	0.00	2,000.00	
2024-2025	VOLUSIA LEAGUE OF CITIES			0.00	0.00	1,000.00	
001-1101-511-5501	TRAINING & EDUCATION COST	2,000.00	203.00	2,000.00	1,375.00	2,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	VOLUSIA DAYS			0.00	0.00	800.00	
2024-2025	VOLUSIA LOC DINNERS			0.00	0.00	1,200.00	
001-1101-511-8200	GRANTS & AID	42,500.00	27,500.00	40,000.00	25,000.00	40,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	FIRST STEP SHELTER			0.00	0.00	25,000.00	
2024-2025	HOPE PLACE			0.00	0.00	15,000.00	
	Division: 1101 - COMMISSION Total:	**175,900.00**	**143,015.29**	**178,592.00**	**137,377.66**	**201,940.00**	**0.00**
Division: 1201 - CITY MANAGER							
001-1201-512-1200	REGULAR SALARIES & WAGE	229,005.00	229,004.48	244,515.00	224,164.81	306,228.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CITY CLERK			1.00	0.00	0.00	
2024-2025	CITY MANAGER			1.00	0.00	0.00	
2024-2025	CITY MANAGER DROP, OTHER WAGES			1.00	47,142.00	47,142.00	
2024-2025	CITY MGR & PERSONNEL REG SALARIES & WAGES TOTAL			0.00	0.00	259,086.00	
001-1201-512-1510	INCENTIVE PAY - CELL	600.00	600.00	600.00	537.50	600.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CELL PHONE ALLOWANCE			24.00	25.00	600.00	
001-1201-512-1520	UNIFORM ALLOWANCE	200.00	200.00	200.00	200.00	200.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CITY CLERK			0.00	0.00	200.00	

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
001-1201-512-1540	AUTO ALLOWANCE	6,000.00	6,000.00	6,000.00	5,250.00	6,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CITY MANAGER - CELL/AUTO			12.00	500.00	6,000.00	
001-1201-512-2100	FICA TAXES	17,495.00	16,512.59	19,230.00	16,537.21	23,960.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CITY MANAGER DEPT			1.00	23,960.00	23,960.00	
001-1201-512-2200	RETIREMENT CONTRIBUTION	61,285.00	61,284.66	69,420.00	63,850.97	90,020.00	0.00
001-1201-512-2300	LIFE & HEALTH INSURANCE	22,015.00	19,028.67	19,590.00	17,577.75	19,450.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	HEALTH INSURANCE & HSA			2.00	9,340.00	18,680.00	
2024-2025	LIFE INSURANCE - CITY CLERK			1.00	330.00	330.00	
2024-2025	LIFE INSURANCE - CITY MANAGER			1.00	440.00	440.00	
001-1201-512-2400	WORKERS COMP INSURANCE	203.00	202.84	2,430.00	199.78	2,920.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	WORKERS COMP			0.00	0.00	2,920.00	
001-1201-512-3150	LEGAL/OFFICIAL ADVERTISNG	14,997.00	9,935.84	12,000.00	6,379.74	12,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CLERK OF COURT			0.00	0.00	4,000.00	
2024-2025	NEWS JOURNAL ADVERTISING			0.00	0.00	8,000.00	
001-1201-512-3400	OTHER SERVICES	78,000.00	77,949.75	15,000.00	10,882.55	15,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	IRON MOUNTAIN			0.00	0.00	10,000.00	
2024-2025	MUNICODE			0.00	0.00	5,000.00	
001-1201-512-4001	TRAVEL & PER DIEM	2,300.00	907.76	2,000.00	0.00	2,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	FCCMA			0.00	0.00	1,000.00	

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
2024-2025	FLC ANNUAL CONFERENCE MILAGE PLUS 3 NIGHTS			0.00	0.00	1,000.00	
001-1201-512-4200	POSTAGE, FRT, EXPRESS	800.00	592.96	600.00	256.18	600.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	PITNEY BOSE, FREIGHT & EXPENSES			0.00	0.00	600.00	
001-1201-512-4400	RENTALS & LEASES	700.00	506.60	700.00	456.94	504.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	RICHOH COPIER LEASE			12.00	42.00	504.00	
001-1201-512-4500	INSURANCE/NON-EMPLOYEE	3,496.00	3,489.72	5,531.00	5,576.24	6,084.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BROWN & BROWN PACKAGE POLICY			0.00	0.00	6,084.00	
001-1201-512-4600	REPAIRS & MAINTENANCE	600.00	0.00	500.00	0.00	500.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	SERVICE PITNEY BOWES ENVELOPE MACHINE			1.00	500.00	500.00	
001-1201-512-4611	MAINTENANCE CONTRACTS	700.00	328.26	700.00	422.68	0.00	0.00
001-1201-512-4700	PRINTING & BINDING	1,000.00	547.00	1,000.00	968.36	1,420.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	RICOH COPIER CHARGES			12.00	35.00	420.00	
2024-2025	STATIONARY, ENVELOPES, BUSINESS CARDS, PLANNER			0.00	0.00	1,000.00	
001-1201-512-4800	PROMO.ADVERTISING ACTIV.	1,220.00	0.00	1,000.00	0.00	1,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	MISC. PROMOTIONAL			0.00	0.00	1,000.00	
001-1201-512-4810	PROMO ACT.-SPECIAL EVENTS	1,500.00	0.00	14,698.35	15,052.95	1,200.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	SPECIAL EVENTS			0.00	0.00	1,200.00	
001-1201-512-4901	OTHER CHARGES	6,500.00	6,500.00	6,500.00	6,437.03	8,500.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	EMPLOYEE APPRECIATION DAY 4/19			1.00	2,000.00	2,000.00	
2024-2025	EMPLOYEE APPRECIATION HOLIDAY GIFT CARD			0.00	0.00	6,500.00	
001-1201-512-4960	ELECTION EXPENSE	4,000.00	0.00	12,000.00	360.00	12,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	ELECTION EXPENSE			0.00	0.00	12,000.00	
001-1201-512-5100	OFFICE SUPPLIES	2,000.00	900.25	1,200.00	1,221.13	1,200.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	OFFICE SUPPLIES			0.00	0.00	1,200.00	
001-1201-512-5205	MEETING EXPENSE	300.00	24.88	300.00	0.00	300.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	STUDENT GOVERMENT DAY			0.00	0.00	300.00	
001-1201-512-5400	BOOKS/PUBL/SUBSCR/MEMBE...	3,274.00	2,303.83	3,045.00	2,915.05	3,045.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	FACC - CITY CLERK			0.00	0.00	75.00	
2024-2025	FCCMA - CITY MANAGER			0.00	0.00	500.00	
2024-2025	FLORIDA NOTARY ASSC. - CITY CLERK			0.00	0.00	100.00	
2024-2025	ICMA DUES - CITY MANAGER			0.00	0.00	1,100.00	
2024-2025	IIMC - CITY CLERK			0.00	0.00	170.00	
2024-2025	NEWS JOURNAL			0.00	0.00	100.00	
2024-2025	VOLUSIA LEAGUE OF CITIES			0.00	0.00	1,000.00	
001-1201-512-5501	TRAINING & EDUCATION COST	2,340.00	1,169.95	2,040.00	420.00	2,040.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	FCCMA CONFERENCE			0.00	0.00	400.00	

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

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Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
2024-2025	FCCMA SYMPOSIUM; FCCMA WINTER INST; DISTRICT CLASS			0.00	0.00	500.00	
2024-2025	FLC CONFERENCE REGISTRATION			0.00	0.00	400.00	
2024-2025	FLORIDA ASSC. OF CITY CLERK WEBINARS			0.00	0.00	200.00	
2024-2025	IIMC - ONLINE COURSES FOR MCC CERTIFICATION			0.00	0.00	240.00	
2024-2025	VLC/VCARD DINNERS & MISC EVENTS			0.00	0.00	300.00	
001-1201-514-3101	PROFESSIONAL SERVICES	160,666.00	106,202.97	150,000.00	102,586.53	150,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	LEGAL			0.00	0.00	100,000.00	
2024-2025	LOBBYIST			0.00	0.00	50,000.00	
	Division: 1201 - CITY MANAGER Total:	**621,196.00**	**544,193.01**	**590,799.35**	**482,253.40**	**666,771.00**	**0.00**
Division: 1301 - ACCOUNTING							
001-1301-513-1200	REGULAR SALARIES & WAGE	499,600.00	349,905.26	457,025.00	253,922.96	474,877.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	ACCOUNTANT, SR			1.00	0.00	0.00	
2024-2025	ASSISTANT FINANCE DIRECTOR			1.00	0.00	0.00	
2024-2025	FINANCE CLERK II			1.00	0.00	0.00	
2024-2025	FINANCE CLERK IV			1.00	0.00	0.00	
2024-2025	FINANCE DIRECTOR			1.00	0.00	0.00	
2024-2025	FINANCE REGULAR SALARIES & WAGE TOTAL			0.00	0.00	474,877.00	
2024-2025	PAYROLL COORDINATOR			1.00	0.00	0.00	
2024-2025	PURCHASING AGENT			1.00	0.00	0.00	
001-1301-513-1300	OTHER SALARIES & WAGES	151.00	150.12	0.00	2,000.00	0.00	0.00
001-1301-513-1400	OVERTIME	449.00	268.07	865.00	881.71	701.00	0.00
001-1301-513-1510	INCENTIVE PAY - CELL	1,163.00	1,162.50	1,200.00	537.50	1,200.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CELL PHONE			2.00	600.00	1,200.00	
001-1301-513-1520	UNIFORM ALLOWANCE	1,400.00	1,200.00	1,400.00	1,000.00	1,400.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CLOTHING ALLOWANCE			7.00	200.00	1,400.00	

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
001-1301-513-2100	FICA/MEDICARE TAXES	35,937.00	26,938.31	35,270.00	19,475.27	36,610.00	0.00
001-1301-513-2200	RETIREMENT CONTRIBUTION	75,800.00	70,157.33	86,150.00	56,235.74	90,210.00	0.00
001-1301-513-2300	LIFE & HEALTH INSURANCE	82,649.00	49,182.69	67,950.00	30,817.92	67,350.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	HEALTH INSURANCE	7.00	9,340.00	65,380.00
2024-2025	LIFE INSURANCE	0.00	0.00	1,970.00

001-1301-513-2400	WORKERS COMP INSURANCE	551.00	550.84	4,580.00	219.39	4,550.00	0.00
001-1301-513-3200	ACCOUNTING & AUDITING	87,940.00	66,860.00	79,300.00	63,500.00	91,700.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	ANNUAL AUDIT AND FIN CONSULT SERV	0.00	0.00	77,600.00
2024-2025	GFOA CERTIFICATE OF AWARD	0.00	0.00	500.00
2024-2025	OTHER SERVICES	0.00	0.00	5,000.00
2024-2025	SINGLE AUDIT	2.00	4,300.00	8,600.00

001-1301-513-3400	OTHER SERVICES	11,000.00	623.48	2,500.00	6.54	2,500.00	0.00
001-1301-513-4001	TRAVEL & PER DIEM	1,996.00	888.33	4,160.00	2,139.47	4,160.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	FGFOA CONFERENCE ETC TRAVEL	2.00	1,480.00	2,960.00
2024-2025	SCHOOL OF GOVT FINANCE	1.00	1,200.00	1,200.00

001-1301-513-4200	POSTAGE, FRT, EXPRESS	2,524.00	2,523.08	1,600.00	1,315.05	1,600.00	0.00
001-1301-513-4400	RENTALS & LEASES	2,200.00	1,523.09	2,200.00	913.88	1,008.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	RICHOH COPIER LEASE	12.00	84.00	1,008.00

001-1301-513-4500	INSURANCE/CLAIMS	12,236.00	12,214.00	19,359.00	19,516.88	19,359.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	BROWN & BROWN PACKAGE POLICY	0.00	0.00	19,359.00

001-1301-513-4611	MAINTENANCE CONTRACTS	8,500.00	6,313.93	1,400.00	1,380.17	0.00	0.00
001-1301-513-4700	PRINTING & BINDING	622.00	49.00	200.00	1,083.94	1,120.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BUSINESS CARDS, MISC PRINTING			0.00	0.00	100.00	
2024-2025	RICHOH COPY CHARGES			12.00	85.00	1,020.00	
001-1301-513-4901	OTHER CHARGES	706.00	705.11	200.00	197.26	100.00	0.00
001-1301-513-5100	OFFICE SUPPLIES	3,596.00	3,595.92	2,700.00	2,217.78	2,700.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	MICR TONER			0.00	0.00	700.00	
2024-2025	OTHER			0.00	0.00	2,000.00	
001-1301-513-5201	OPERATING SUPPLIES	1,000.00	760.51	700.00	216.56	700.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CHECK STOCK			1.00	400.00	400.00	
2024-2025	W2 FORMS			1.00	300.00	300.00	
001-1301-513-5400	BOOKS/PUBL/SUBSCR/MEMBE...	1,044.00	1,043.23	1,259.00	1,324.00	1,535.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CMA MEMBERSHIP			1.00	340.00	340.00	
2024-2025	FGFOA MEMBERSHIP (3)			0.00	0.00	225.00	
2024-2025	GFOA MEMBERSHIP (3)			0.00	0.00	570.00	
2024-2025	GFOA PUBLICATIONS			0.00	0.00	200.00	
2024-2025	MISC PUBLICATIONS			0.00	0.00	200.00	
001-1301-513-5501	TRAINING & EDUCATION COST	2,392.00	1,603.00	3,205.00	2,100.00	5,130.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	FGFOA CONFERENCE REGISTRATION (2)			0.00	0.00	1,140.00	
2024-2025	SCHOOL GOVT FINANCE			1.00	440.00	440.00	
2024-2025	TYLER MASTER CLASSES			0.00	0.00	2,350.00	
2024-2025	WEB BASED TRAINING (6 CLASSES)			0.00	0.00	1,200.00	
	Division: 1301 - ACCOUNTING Total:	**833,456.00**	**598,217.80**	**773,223.00**	**461,002.02**	**808,510.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Division: 1303 - CUSTOMER SERVICE							
001-1303-513-1200	REGULAR SALARIES & WAGES	150,000.00	149,295.93	170,165.00	176,125.44	185,902.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CUSTOMER SERVICE SUPERVISOR			1.00	0.00	0.00	
2024-2025	FINANCE CLERK II			2.00	0.00	0.00	
2024-2025	FINANCE CLERK IV			1.00	0.00	0.00	
2024-2025	REGULAR SALARIES & WAGES			1.00	185,902.00	185,902.00	
001-1303-513-1400	OVERTIME	1,200.00	221.00	1,847.00	109.39	1,516.00	0.00
001-1303-513-1520	UNIFORM ALLOWANCE	400.00	400.00	400.00	300.00	400.00	0.00
001-1303-513-2100	FICA/MEDICARE TAXES	11,100.00	10,938.26	13,210.00	13,165.17	14,390.00	0.00
001-1303-513-2200	RETIREMENT CONTRIBUTION	18,303.00	18,049.78	23,360.00	23,926.77	25,570.00	0.00
001-1303-513-2300	LIFE & HEALTH INSURANCE	33,000.00	32,587.14	38,480.00	37,710.00	38,150.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	HEALTH INSURANCE & HSA			4.00	9,340.00	37,360.00	
2024-2025	LIFE INSURANCE			0.00	0.00	790.00	
001-1303-513-2400	WORKERS COMP INSURANCE	200.00	184.63	1,730.00	156.84	1,800.00	0.00
001-1303-513-2500	UNEMPLOYMENT COMP	1,697.00	1,696.60	0.00	0.00	0.00	0.00
001-1303-513-3400	OTHER SERVICES	191,964.00	191,963.54	184,620.00	166,479.29	218,700.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	ENCO LATE NOTIFICATIONS FEES			12.00	300.00	3,600.00	
2024-2025	GLOBAL CREDIT CARD FEES			12.00	13,500.00	162,000.00	
2024-2025	LANGUAGE LINE			12.00	25.00	300.00	
2024-2025	POINT & PAY			12.00	1,200.00	14,400.00	
2024-2025	TYLER INSITE FEES			12.00	3,000.00	36,000.00	
2024-2025	UTILITY CREDIT CHECKS			12.00	200.00	2,400.00	
001-1303-513-4200	POSTAGE, FRT, EXPRESS	26,000.00	25,559.49	29,500.00	22,233.66	29,500.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	UTILITY BILLINGS BULK MAIL			0.00	0.00	29,500.00	
001-1303-513-4400	RENTALS & LEASES	1,600.00	1,523.09	2,600.00	1,264.85	1,748.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BAR CODE SCANNER ANNUAL			1.00	340.00	340.00	
2024-2025	PO BOX RENTAL			0.00	0.00	400.00	
2024-2025	RICHOH COPIER LEASE			12.00	84.00	1,008.00	
001-1303-513-4500	INSURANCE/CLAIMS	6,992.00	6,979.44	11,062.00	11,152.52	11,062.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BROWN & BROWN PACKAGE POLICY			0.00	0.00	11,062.00	
001-1303-513-4611	MAINTENANCE CONTRACTS	800.00	765.63	1,600.00	1,367.90	1,600.00	0.00
001-1303-513-4700	PRINTING & BINDING	8,700.00	8,576.09	10,900.00	8,390.03	4,450.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	DOOR KNOCKERS			0.00	0.00	500.00	
2024-2025	ENCO STATEMENT PROCESSING			12.00	275.00	3,300.00	
2024-2025	INSERTS			2.00	325.00	650.00	
001-1303-513-4959	OTHER CHARGES	0.00	2,933.31	0.00	0.00	0.00	0.00
001-1303-513-5100	OFFICE SUPPLIES	1,000.00	793.32	1,000.00	761.00	1,000.00	0.00
001-1303-513-5201	OPERATING SUPPLIES	72.00	71.90	0.00	676.47	0.00	0.00
001-1303-513-5220	CLOTHING & EQUIP	500.00	459.80	500.00	353.68	500.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	UNIFORM SHIRTS (5 EA X 4)			0.00	0.00	500.00	
001-1303-513-5501	TRAINING & EDUCATION COST	231.00	0.00	600.00	299.00	600.00	0.00
	Division: 1303 - CUSTOMER SERVICE Total:	**453,759.00**	**452,998.95**	**491,574.00**	**464,472.01**	**536,888.00**	**0.00**
Division: 1306 - ADMIN SVCS/IT							
001-1306-516-1200	REGULAR SALARIES	87,527.00	87,526.56	94,164.00	85,032.80	100,866.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	OTHER WAGES			1.00	1,901.00	1,901.00	
2024-2025	REGULAR SALARIES & WAGES			1.00	98,965.00	98,965.00	
001-1306-516-1510	INCENTIVE PAY - CELL	600.00	600.00	600.00	537.50	600.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CELL PHONE ALLOWANCE			24.00	25.00	600.00	
001-1306-516-1520	UNIFORM ALLOWANCE	200.00	200.00	200.00	100.00	100.00	0.00
001-1306-516-2100	FICA/MEDICARE TAXES	6,700.00	6,514.06	7,270.00	5,933.62	7,770.00	0.00
001-1306-516-2200	RETIREMENT CONTRIBUTION	10,840.00	10,839.30	12,780.00	11,549.77	13,750.00	0.00
001-1306-516-2300	LIFE & HEALTH INSURANCE	11,880.00	9,408.79	9,830.00	8,696.42	9,780.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	HEALTH INSURANCE & HSA			1.00	9,340.00	9,340.00	
2024-2025	LIFE INSURANCE			0.00	0.00	440.00	
001-1306-516-2400	WORKERS COMP INSURANCE	100.00	75.92	940.00	73.66	960.00	0.00
001-1306-516-3400	OTHER SERVICES	71,528.00	60,002.42	82,810.00	73,171.83	99,596.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	ACCELLA			0.00	0.00	6,700.00	
2024-2025	ADOBE CREATIVE CLOUD			0.00	0.00	3,500.00	
2024-2025	AMAZON WEB SERVICES			0.00	0.00	6,000.00	
2024-2025	ANTIVIRUS SOFTWARE			0.00	0.00	3,000.00	
2024-2025	ANYDESK			0.00	0.00	500.00	
2024-2025	CANVA - PUBLISHING			1.00	300.00	300.00	
2024-2025	CISCO HARDWARE SUPPORT			0.00	0.00	9,000.00	
2024-2025	CIVIC HR			0.00	0.00	2,000.00	
2024-2025	CIVIC PLUS - COHH WEBSITE			1.00	3,786.00	3,786.00	
2024-2025	CODEJOCK			0.00	0.00	200.00	
2024-2025	ESRL-AESRL-ARCVIEW			0.00	0.00	1,200.00	
2024-2025	EXAGRID (DISC BACKUP APPLIANCE HW MAINT.)			0.00	0.00	3,500.00	
2024-2025	FOIA Public Records Software			1.00	8,000.00	8,000.00	
2024-2025	GO DADDY			0.00	0.00	600.00	
2024-2025	GOOGLE APPS			0.00	0.00	13,000.00	
2024-2025	HOSTGATOR WEB HOSTING			0.00	0.00	500.00	
2024-2025	INDIGO ROSE			0.00	0.00	200.00	
2024-2025	IPAD RMS MAINTENANCE			0.00	0.00	225.00	
2024-2025	PAGREFREEZER			1.00	2,700.00	2,700.00	
2024-2025	PORTER LEE CORPORATION			0.00	0.00	1,000.00	
2024-2025	RMS			0.00	0.00	8,500.00	
2024-2025	RUCKUS WIRELESS			0.00	0.00	1,200.00	

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
2024-2025	SMARTSHEET			1.00	3,300.00	3,300.00	
2024-2025	SOFTWARE HOUSE INTERNATIONAL(SHI)			0.00	0.00	16,000.00	
2024-2025	VEAM BACKUP			0.00	0.00	2,000.00	
2024-2025	WASP BARCODE			3.00	895.00	2,685.00	
001-1306-516-4001	TRAVEL & PER DIEM	2,300.00	1,617.61	2,300.00	104.41	2,300.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	FLGISA CONFERENCE			0.00	0.00	1,300.00	
2024-2025	TRAVEL PER DIEM			0.00	0.00	1,000.00	
001-1306-516-4100	COMMUNICATION SERVICES	55,400.00	51,455.43	55,400.00	47,208.09	55,400.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	DEPT. OF MANAGEMENT SERVICES			0.00	0.00	1,200.00	
2024-2025	PUBLIC WIFI			0.00	0.00	2,200.00	
2024-2025	SPECTRUM			0.00	0.00	37,000.00	
2024-2025	VERIZON			0.00	0.00	15,000.00	
001-1306-516-4200	POSTAGE, FRT, EXPRESS	200.00	16.86	200.00	0.00	200.00	0.00
001-1306-516-4400	RENTALS & LEASES	1,200.00	1,009.20	1,200.00	652.68	1,200.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	PITNEY BOWES MACHINE			12.00	100.00	1,200.00	
001-1306-516-4420	OPERATING LEASE EXP	40,856.00	40,855.14	40,000.00	38,045.49	40,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	PHONE SYSTEM LEASE			0.00	0.00	40,000.00	
001-1306-516-4500	INSURANCE/ NON EMPLOYEE	1,748.00	1,744.84	2,765.00	2,788.12	3,042.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BROWN & BROWN PACKAGE POLICY			0.00	0.00	3,042.00	
001-1306-516-4601	REPAIRS & MAINTENANCE	3,000.00	2,103.71	5,000.00	3,670.94	5,000.00	0.00
001-1306-516-4602	COMPUTERS/ACCESSORIES	2,144.00	109.98	3,000.00	101.65	3,000.00	0.00
001-1306-516-4611	MAINTENANCE CONTRACTS	190,212.00	185,238.02	91,352.00	111,880.51	91,352.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	GRANCIUS			0.00	0.00	7,080.00	
2024-2025	QUATRED			0.00	0.00	2,472.00	
2024-2025	TYLER TECHNOLOGIES			0.00	0.00	66,800.00	
2024-2025	TYLER TRAINING			0.00	0.00	15,000.00	
001-1306-516-5100	OFFICE SUPPLIES	785.00	784.11	500.00	85.46	500.00	0.00
001-1306-516-5201	OPERATING SUPPLIES	518.00	517.01	249.00	192.90	249.00	0.00
001-1306-516-5202	COMPUTERS/ACCESSORIES	52,544.00	12,950.20	14,400.00	3,354.34	14,400.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	MONITORS, MISC COMPUTER SUPPLIES			0.00	0.00	3,000.00	
2024-2025	NEW SOFTWARE			0.00	0.00	4,000.00	
2024-2025	PD PRINTER			0.00	0.00	1,300.00	
2024-2025	PD SIGNATURE PADS			0.00	0.00	600.00	
2024-2025	UPS			0.00	0.00	2,500.00	
2024-2025	UPS BATTERIES			0.00	0.00	3,000.00	
001-1306-516-5219	UNIFORM EXPENSE	0.00	0.00	200.00	0.00	200.00	0.00
001-1306-516-5400	BOOKS/PUBL/SUBSCR/MEMBE...	300.00	217.56	300.00	0.00	300.00	0.00
001-1306-516-5501	TRAINING & EDUCATION COST	3,100.00	200.00	3,100.00	300.00	3,100.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	FLGISA REGISTRATION			0.00	0.00	300.00	
2024-2025	TRAINING			0.00	0.00	2,800.00	
001-1306-516-6400	MACHINERY & EQUIPMENT	0.00	0.00	139,600.00	138,612.55	143,200.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CYBER SECURITY NETWORK ENHANCEMENTS			1.00	125,000.00	125,000.00	
2024-2025	PC DESKTOP REPLACEMENT			13.00	1,400.00	18,200.00	
	Division: 1306 - ADMIN SVCS/IT Total:	**543,682.00**	**473,986.72**	**568,160.00**	**532,092.74**	**596,865.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Division: 1310 - PERSONNEL							
001-1310-513-1200	REGULAR SALARIES	216,624.00	133,116.43	90,953.00	81,991.95	97,364.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	HUMAN RESOURCES MANAGER			1.00	97,364.00	97,364.00	
001-1310-513-1510	INCENTIVE PAY - CELL	750.00	750.00	600.00	537.50	600.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CELL PHONE ALLOWANCE			48.00	12.50	600.00	
001-1310-513-1520	UNIFORM ALLOWANCE	200.00	200.00	200.00	200.00	200.00	0.00
001-1310-513-2100	FICA/MEDICARE TAXES	9,825.00	9,824.08	7,020.00	6,162.61	7,510.00	0.00
001-1310-513-2200	RETIREMENT CONTRIBUTION	36,790.00	36,789.92	31,400.00	28,303.62	33,610.00	0.00
001-1310-513-2300	LIFE & HEALTH INSURANCE	14,855.00	11,930.15	9,820.00	8,678.66	9,770.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	HEALTH INSURANCE & HSA			1.00	9,340.00	9,340.00	
2024-2025	LIFE INSURANCE			0.00	0.00	430.00	
001-1310-513-2400	WORKERS COMP INSURANCE	200.00	115.10	910.00	71.00	930.00	0.00
001-1310-513-2500	UNEMPLOYMENT COMP	451.00	450.24	20,000.00	3,850.00	20,000.00	0.00
001-1310-513-3101	PROFESSIONAL SERVICES	59,070.00	45,662.05	61,000.00	56,720.83	50,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CONSULTING FEE - BROWN & BROWN			0.00	0.00	35,000.00	
2024-2025	DRUG/ALCOHOL TESTS			0.00	0.00	2,500.00	
2024-2025	MEDICAL EXAMS			0.00	0.00	5,000.00	
2024-2025	PD PSYCH EVALUATIONS			0.00	0.00	3,000.00	
2024-2025	POLICE AND FIRE STRESS EKG TESTS			0.00	0.00	2,000.00	
2024-2025	RANDOM DRUG SCREENS			0.00	0.00	2,500.00	
001-1310-513-3400	OTHER SERVICES	0.00	0.00	5,625.00	6,210.00	500.00	0.00
001-1310-513-3430	EMPLOY ADS/JOB OPPORTUNIT	500.00	495.00	1,000.00	400.00	1,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	JOB POSTINGS IN AUTHORIZED PUBLICATIONS			1.00	1,000.00	1,000.00	

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
001-1310-513-4001	TRAVEL & PER DIEM	750.00	325.31	2,000.00	245.49	2,000.00	0.00
001-1310-513-4200	POSTAGE, FRT, EXPRESS	500.00	61.84	500.00	25.55	100.00	0.00
001-1310-513-4400	RENTALS & LEASES	700.00	506.64	700.00	456.94	504.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	COPIER LEASE	12.00	42.00	504.00

001-1310-513-4500	INSURANCE/CLAIMS	2,185.00	2,181.08	2,766.00	2,788.12	2,766.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	BROWN & BROWN PACKAGE POLICY	0.00	0.00	2,766.00

001-1310-513-4611	MAINTENANCE CONTRACTS	4,650.00	4,164.58	4,650.00	465.81	0.00	0.00
001-1310-513-4700	PRINTING & BINDING	0.00	0.00	0.00	101.83	600.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	COPIER PER COPY CHARGES	12.00	50.00	600.00

001-1310-513-4929	OTHER CHARGES / OTHER PER...	1,550.00	690.00	1,550.00	700.38	1,550.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	EMPLOYEE/CORPORATE/CITIZEN OF THE YEAR PICTURES	0.00	0.00	750.00
2024-2025	EMPLOYEE/CORPORATE/CITIZEN OF THE YEAR PLAQUES	0.00	0.00	300.00
2024-2025	WELLNESS EVENTS	0.00	0.00	500.00

001-1310-513-5100	OFFICE SUPPLIES	95.00	94.99	750.00	0.00	500.00	0.00
001-1310-513-5400	BOOKS/PUBL/SUBSCR/MEMBE...	105.00	100.00	500.00	137.88	500.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	IPMA - HR INDIVIDUAL MEMBERSHIP	0.00	0.00	500.00

001-1310-513-5501	TRAINING & EDUCATION COST	4,450.00	2,366.73	4,450.00	2,627.75	4,450.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	SEMINARS ETC FOR HR DIRECTOR	0.00	0.00	1,950.00
2024-2025	TARGET SOLUTIONS ON-LINE TRAINING	0.00	0.00	2,500.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
001-1310-514-3101	PROFESSIONAL SERVICES	10,000.00	0.00	10,000.00	4,660.90	10,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	LABOR ATTORNEY			0.00	0.00	10,000.00	
	Division: 1310 - PERSONNEL Total:	**364,250.00**	**249,824.14**	**256,394.00**	**205,336.82**	**244,454.00**	**0.00**
Division: 2110 - PUBLIC SAFETY							
001-2110-521-1200	REGULAR SALARIES & WAGE	1,458,498.00	1,413,249.81	1,595,211.00	1,419,317.45	1,629,313.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	ADMINISTRATIVE ASSISTANT			1.00	0.00	0.00	
2024-2025	CAPTAIN			1.00	0.00	0.00	
2024-2025	CHIEF OF POLICE			1.00	0.00	0.00	
2024-2025	EVIDENCE/PROPERTY TECH			1.00	0.00	0.00	
2024-2025	POLICE OFFICER CID			4.00	0.00	0.00	
2024-2025	POLICE OFFICER PATROL			7.00	0.00	0.00	
2024-2025	POLICE OFFICER TRAFFIC			4.00	0.00	0.00	
2024-2025	POLICE REGULAR SALARIES & WAGES			0.00	0.00	1,629,313.00	
2024-2025	POLICE SERVICE CLERK			2.00	0.00	0.00	
2024-2025	SERGEANT CID			2.00	0.00	0.00	
2024-2025	SERGEANT PATROL			4.00	0.00	0.00	
2024-2025	VICTIM ADVOCATE COORDINATOR			1.00	0.00	0.00	
001-2110-521-1400	OVERTIME	155,000.00	148,493.53	153,986.00	128,903.81	230,648.00	0.00
001-2110-521-1500	INCENTIVE PAY	14,800.00	14,800.00	12,780.00	15,433.89	11,880.00	0.00
001-2110-521-1510	INCENTIVE PAY / CELL PHONE A...	6,000.00	4,862.50	5,400.00	4,362.50	6,000.00	0.00
001-2110-521-1520	UNIFORM ALLOWANCE	4,986.00	4,985.44	6,700.00	5,140.50	5,700.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CID CLOTHING ALLOWANCE			0.00	0.00	5,000.00	
2024-2025	CLOTHING ALLOWANCE			0.00	0.00	700.00	
001-2110-521-1530	BOOT ALLOWANCE	3,120.00	3,120.00	2,520.00	2,520.00	2,520.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BOOT ALLOWANCE			21.00	120.00	2,520.00	
001-2110-521-2100	FICA TAXES	125,000.00	118,180.91	135,960.00	117,461.57	144,410.00	0.00
001-2110-521-2200	RETIREMENT CONTRIBUTION	518,233.00	518,232.85	486,346.00	492,200.28	571,564.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	FRS RETIREMENT			0.00	0.00	31,200.00	
2024-2025	POLICE PENSION CITY			0.00	0.00	373,745.00	
2024-2025	POLICE PENSION STATE			0.00	0.00	166,619.00	
001-2110-521-2300	LIFE & HEALTH INSURANCE	327,000.00	229,370.17	260,410.00	207,147.43	267,810.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	HEALTH INSURANCE & HSA			28.00	9,340.00	261,520.00	
2024-2025	LIFE INSURANCE			0.00	0.00	6,290.00	
001-2110-521-2400	WORKERS COMP INSURANCE	28,000.00	26,426.45	34,830.00	24,761.23	37,650.00	0.00
001-2110-521-2500	UNEMPLOYMENT COMP	1,925.00	1,925.00	0.00	0.00	0.00	0.00
001-2110-521-3101	PROFESSIONAL SERVICES	6,600.00	6,025.30	24,800.00	17,805.66	6,800.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	SUSTEEN (CELLPHONE FORENSIC)			0.00	0.00	2,200.00	
2024-2025	THOMPSON RUETTER (CLEAR CID)			0.00	0.00	4,600.00	
001-2110-521-3400	OTHER SERVICES	3,400.00	1,368.08	3,800.00	1,082.61	3,800.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BEAST			0.00	0.00	1,500.00	
2024-2025	EVIDENCE DESTRUCTION			0.00	0.00	500.00	
2024-2025	EVIDENCE STORAGE			0.00	0.00	800.00	
2024-2025	METH LAB CLEAN UP			0.00	0.00	1,000.00	
001-2110-521-3500	INVESTIGATION COSTS	1,500.00	608.99	1,750.00	0.00	1,750.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CONFIDENTIAL INFORMANTS			0.00	0.00	500.00	
2024-2025	MISC INVESTIGATION COSTS			0.00	0.00	750.00	
2024-2025	SUBPOENAS			0.00	0.00	500.00	
001-2110-521-4001	TRAVEL & PER DIEM	4,500.00	589.12	4,500.00	1,788.28	4,500.00	0.00
001-2110-521-4200	POSTAGE, FRT, EXPRESS	900.00	95.93	900.00	185.63	900.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	POSTAGE			0.00	0.00	700.00	

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
2024-2025	POSTAGE- VAC			0.00	0.00	200.00	
001-2110-521-4400	RENTALS & LEASES	25,007.00	17,900.44	19,700.00	17,577.65	17,004.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	LICENSE PLATE READER LEASE			0.00	0.00	15,000.00	
2024-2025	RICHOH COPIER LEASE			12.00	167.00	2,004.00	
001-2110-521-4500	INSURANCE/NON-EMPLOYEE	74,938.00	74,937.72	95,686.00	96,466.49	105,255.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	LAW ENFORCEMENT LIABILITY			0.00	0.00	32,680.00	
2024-2025	PROPERTY & LIABILITY INSURANCE			0.00	0.00	72,575.00	
001-2110-521-4601	REPAIRS & MAINTENANCE	5,400.00	2,791.51	3,000.00	2,670.35	3,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	COMMUNICATIONS INTERNATIONAL & BATTERIES			0.00	0.00	600.00	
2024-2025	RADAR CALIBRATIONS			0.00	0.00	2,400.00	
001-2110-521-4611	MAINTENANCE CONTRACTS	20,930.00	19,674.42	38,140.00	34,991.43	32,140.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	AXON-BODY CAMERA (YEAR 3 LICENSE AND CAMERA FEE)			0.00	0.00	17,530.00	
2024-2025	AXON-TASER CONTRACT (5YEAR) 19 TASERS W/TRAINING			0.00	0.00	13,100.00	
2024-2025	CAMERA MAINTENANCE			0.00	0.00	110.00	
2024-2025	MAINTENANCE CONTRACTS			0.00	0.00	1,400.00	
001-2110-521-4650	FLEET CHARGES	48,037.00	48,036.57	30,000.00	42,393.29	30,000.00	0.00
001-2110-521-4659	PORTN OF 4650 REIMB BY EE	-9,400.00	-11,455.66	-9,400.00	-11,365.22	0.00	0.00
001-2110-521-4660	SMALL EQ REPAIR & MAINT	500.00	49.50	500.00	0.00	500.00	0.00
001-2110-521-4700	PRINTING & BINDING	2,000.00	1,857.01	2,500.00	3,852.95	1,700.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BUSINESS CARDS			0.00	0.00	250.00	
2024-2025	ID CARD SUPPLIES			0.00	0.00	250.00	
2024-2025	RICHOH COPY CHARGES			12.00	100.00	1,200.00	

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
001-2110-521-4901	OTHER CHARGES	1,500.00	663.95	1,500.00	626.32	1,500.00	0.00
001-2110-521-5100	OFFICE SUPPLIES	3,000.00	1,944.18	4,250.00	2,317.34	3,000.00	0.00
001-2110-521-5201	OPERATING SUPPLIES	22,449.00	22,448.76	23,000.00	19,558.49	249,000.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	AMMO FOR TWO (2) RANGE TRAININGS	0.00	0.00	9,500.00
2024-2025	CAMERA	6.00	200.00	1,200.00
2024-2025	CHRISTMAS PARADE	0.00	0.00	300.00
2024-2025	DSR 2 ANTENNA RADAR	8.00	3,250.00	26,000.00
2024-2025	EVIDENCE SUPPLIES (PACKAGING& DRUG KITS)	0.00	0.00	3,000.00
2024-2025	MISC OPERATING SUPPLIES (GLOVES, ETC)	0.00	0.00	8,500.00
2024-2025	NATIONAL NIGHT OUT	0.00	0.00	500.00
2024-2025	PD DEPT SUPPLIES	1.00	200,000.00	200,000.00

001-2110-521-5205	MEETING EXPENSE	900.00	872.37	900.00	515.34	900.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	INTERVIEW BOARD MEETING EXPENSE	0.00	0.00	100.00
2024-2025	NEIGHBORHOOD WATCH MEETING	0.00	0.00	800.00

001-2110-521-5220	CLOTHING & EQUIP	38,700.00	36,119.27	23,750.00	20,894.17	25,000.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	COMPLETE UNIFORMS FOR NEW HIRES	0.00	0.00	2,500.00
2024-2025	GUN REPLACEMENT	0.00	0.00	5,400.00
2024-2025	REPLACEMENT BULLETPROOF VEST	8.00	437.50	3,500.00
2024-2025	REPLACEMENT EQUIPMENT (LIEU/CLOTHING ALLOWANCE)	0.00	0.00	4,600.00
2024-2025	REPLACEMENT UNIFORMS	0.00	0.00	9,000.00

001-2110-521-5221	PROGRAM EXPENSE	500.00	63.90	500.00	0.00	500.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	EXPLORER CHARTER AND INSURANCE	0.00	0.00	500.00

001-2110-521-5250	FUEL & OIL SUPPLIES	90,000.00	87,824.96	95,000.00	76,708.75	96,000.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	FUEL			12.00	8,000.00	96,000.00	
001-2110-521-5400	BOOKS/PUBL/SUBSCR/MEMBE…	2,500.00	1,331.67	4,600.00	1,217.63	4,600.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	FBI NATIONAL ACADEMY ASSOC			0.00	0.00	300.00	
2024-2025	FLORIDA CHIEFS ASSOCIATION			0.00	0.00	400.00	
2024-2025	FLORIDA EMERGENCY PREPARDNESS			0.00	0.00	100.00	
2024-2025	INT ASSOC FOR PROPERTY AND EVIDENCE			0.00	0.00	200.00	
2024-2025	INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE			0.00	0.00	400.00	
2024-2025	NOTARY			0.00	0.00	500.00	
2024-2025	SOCIAL MEDIA ARCHIVING			0.00	0.00	1,900.00	
2024-2025	VAC UPDATE TRAINING/MEMBERSHIPS			0.00	0.00	500.00	
2024-2025	VOLUSIA/FLAGLER COUNTY POLICE CHIEFS ASSOC			0.00	0.00	300.00	
001-2110-521-5501	TRAINING & EDUCATION COST	18,400.00	15,965.54	22,450.00	8,845.16	22,450.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	MISC TRAINING CLASSES			0.00	0.00	5,000.00	
2024-2025	PLI			27.00	150.00	4,050.00	
2024-2025	SERGEANT TESTING			0.00	0.00	5,000.00	
2024-2025	TARGET SOLUTIONS			27.00	100.00	2,700.00	
2024-2025	TARGET SOLUTIONS MAINTENANCE			0.00	0.00	400.00	
2024-2025	THI			2.00	1,200.00	2,400.00	
2024-2025	VAC TRAINING MADATORY UPDATES			0.00	0.00	1,000.00	
2024-2025	VAC TRAINING SOFTWARE			0.00	0.00	1,900.00	
001-2110-521-5520	2ND DOLLAR FUND	3,700.00	0.00	3,700.00	722.97	0.00	0.00
001-2110-521-5610	PROGRAM EXPENSES	800.00	25.98	800.00	0.00	800.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	VIP-CLOTHING AND EQUIPMENT			0.00	0.00	800.00	
001-2110-521-8200	PRIVATE ORG.GRANTS/CONTRB	1,000.00	1,000.00	1,500.00	0.00	1,500.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CRIME STOPPERS DINNER			0.00	0.00	1,500.00	
001-2110-521-8301	OTHER GRANTS & AIDS	500.00	0.00	500.00	181.26	500.00	0.00
	Division: 2110 - PUBLIC SAFETY Total:	**3,010,823.00**	**2,814,386.17**	**3,092,469.00**	**2,756,285.21**	**3,520,594.00**	**0.00**
Division: 2210 - PUBLIC SAFETY							
001-2210-522-1200	REGULAR SALARIES & WAGE	792,741.00	716,437.09	887,750.00	704,093.91	888,456.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	DRIVER/ENGINEER-PARAMEDIC SHIFT A			1.00	0.00	0.00	
2024-2025	DRIVER/ENGINEER-PARAMEDIC SHIFT B			1.00	0.00	0.00	
2024-2025	DRIVER/ENGINEER-PARAMEDIC SHIFT C			1.00	0.00	0.00	
2024-2025	FIRE CHIEF			1.00	0.00	0.00	
2024-2025	FIRE REGULAR SALARIES & WAGES TOTAL			0.00	0.00	888,456.00	
2024-2025	FIREFIGHTER SHIFT A			1.00	0.00	0.00	
2024-2025	FIREFIGHTER SHIFT B			1.00	0.00	0.00	
2024-2025	FIREFIGHTER SHIFT B			1.00	0.00	0.00	
2024-2025	FIREFIGHTER SHIFT C			1.00	0.00	0.00	
2024-2025	FIREFIGHTER-PARAMEDIC SHIFT A			1.00	0.00	0.00	
2024-2025	FIREFIGHTER-PARAMEDIC SHIFT C			1.00	0.00	0.00	
2024-2025	LIEUTENANT SHIFT B			1.00	0.00	0.00	
2024-2025	LIEUTENANT SHIFT C			1.00	0.00	0.00	
2024-2025	LIEUTENANT-PARAMEDIC SHIFT A			1.00	0.00	0.00	
001-2210-522-1300	OTHER SALARIES & WAGES	30,000.00	29,617.63	32,581.00	3,135.16	32,500.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	PARAMEDIC PAY			5.00	6,500.00	32,500.00	
001-2210-522-1400	OVERTIME	122,138.00	122,137.09	113,817.00	123,556.07	140,318.00	0.00
001-2210-522-1500	INCENTIVE PAY	6,500.00	6,465.00	6,240.00	3,945.00	4,320.00	0.00
001-2210-522-1510	CELL PHONE ALLOWANCE	600.00	600.00	600.00	537.50	600.00	0.00
001-2210-522-1530	BOOT ALLOWANCE	1,560.00	1,560.00	1,800.00	1,800.00	1,440.00	0.00
001-2210-522-2100	FICA TAXES	72,890.00	63,792.62	79,840.00	61,928.81	81,740.00	0.00
001-2210-522-2200	RETIREMENT CONTRIBUTION	431,540.00	423,070.38	465,940.00	403,440.41	508,370.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	FIRE PENSION-CITY			0.00	0.00	402,581.00	

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
2024-2025	FIRE PENSION-STATE			0.00	0.00	105,789.00	
001-2210-522-2300	LIFE & HEALTH INSURANCE	148,670.00	107,352.28	125,830.00	96,939.08	124,490.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	HEALTH INSURANCE & HSA			13.00	9,340.00	121,420.00	
2024-2025	LIFE			0.00	0.00	3,070.00	
001-2210-522-2400	WORKERS COMP INSURANCE	25,000.00	24,316.02	33,450.00	23,708.73	34,160.00	0.00
001-2210-522-3101	PROFESSIONAL SERVICES	4,160.00	1,400.00	0.00	0.00	2,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	FLORIDA EMS LICENSES			0.00	0.00	2,000.00	
001-2210-522-3400	OTHER SERVICES	600.00	21.29	1,120.00	520.00	700.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BIOHAZARD WASTE DISPOSAL			0.00	0.00	700.00	
001-2210-522-4001	TRAVEL & PER DIEM	300.00	0.00	300.00	0.00	300.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	PER DIEM FOR TRAINING			0.00	0.00	300.00	
001-2210-522-4200	POSTAGE, FRT, EXPRESS	250.00	71.23	250.00	61.74	250.00	0.00
001-2210-522-4400	RENTALS & LEASES	16,000.00	15,305.04	19,300.00	13,703.96	19,600.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	HYDRANT RENTAL FROM WATER DEPARTMENT			0.00	0.00	18,000.00	
2024-2025	MEDICAL OXYGEN RENTAL AND FILL			0.00	0.00	1,600.00	
001-2210-522-4500	INSURANCE/NON-EMPLOYEE	27,822.00	27,821.12	39,406.00	41,896.73	43,347.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BROWN & BROWN PACKAGE POLICY			0.00	0.00	43,347.00	
001-2210-522-4601	REPAIRS & MAINTENANCE	5,900.00	5,058.66	3,000.00	1,738.04	3,000.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	HURST RESCUE TOOL YEARLY SERVICE			0.00	0.00	1,000.00	
2024-2025	MSA AIR PACK SERVICE AND MAINTENANCE			0.00	0.00	2,000.00	
001-2210-522-4611	MAINTENANCE CONTRACTS	2,792.00	2,791.38	2,700.00	1,926.53	2,700.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BREATHING AIR FILL STATION AND TESTING			0.00	0.00	1,500.00	
2024-2025	COMMUNICATIONS FOR VEHICLES (FOR CAD SYSTEM)			0.00	0.00	600.00	
2024-2025	MOBILE COM APP FOR ENGINE MDT (IPAD) (CAD SYSTEM)			0.00	0.00	600.00	
001-2210-522-4650	FLEET CHARGES	11,000.00	10,052.11	20,000.00	16,085.11	22,000.00	0.00
001-2210-522-4660	SMALL EQUIPMENT REPAIR	603.00	602.18	0.00	0.00	0.00	0.00
001-2210-522-4670	GENERATOR REPAIR & MAIN	500.00	147.99	1,000.00	361.66	0.00	0.00
001-2210-522-4700	PRINTING & BINDING	300.00	0.00	300.00	350.00	500.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	PRINTING OF MEDICAL AND FIRE FORMS			0.00	0.00	500.00	
001-2210-522-4901	OTHER CHARGES	0.00	0.00	0.00	45.00	0.00	0.00
001-2210-522-5100	OFFICE SUPPLIES	645.00	644.38	600.00	469.64	600.00	0.00
001-2210-522-5201	OPERATING SUPPLIES	28,500.00	26,956.17	22,500.00	14,723.35	46,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	ENGINE OPERATIONS			0.00	0.00	7,500.00	
2024-2025	NEW STATION APPLIANCES			0.00	0.00	5,000.00	
2024-2025	NEW STATION BAY FIXTURES			0.00	0.00	1,000.00	
2024-2025	NEW STATION BEDROOM FURNISHINGS			0.00	0.00	1,000.00	
2024-2025	NEW STATION CHIEF OFFICE FURNISHINGS			0.00	0.00	1,000.00	
2024-2025	NEW STATION DAY ROOM FURNITURE			0.00	0.00	6,000.00	
2024-2025	NEW STATION ENTRY/RECEPTION			0.00	0.00	1,500.00	
2024-2025	NEW STATION ICE MACHINE			0.00	0.00	2,000.00	
2024-2025	NEW STATION LT OFFICE FURNISHINGS			0.00	0.00	1,000.00	
2024-2025	NEW STATION WINDOW TREATMENTS			0.00	0.00	4,000.00	
2024-2025	REPLACEMENT TURNOUT GEAR 3 SETS			0.00	0.00	9,000.00	

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
2024-2025	STATION OPERATIONS			0.00	0.00	7,000.00	
001-2210-522-5205	MEETING EXPENSE	16.00	15.74	0.00	0.00	0.00	0.00
001-2210-522-5206	TRAINING SUPPLIES	1,559.00	1,558.07	0.00	0.00	0.00	0.00
001-2210-522-5219	UNIFORM EXPENSE	6,000.00	5,125.44	7,500.00	6,580.43	7,500.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	STATION UNIFORMS	0.00	0.00	3,500.00
2024-2025	UNIFORM CLEANING	0.00	0.00	2,500.00
2024-2025	UNIFORM RENTAL	12.00	125.00	1,500.00
001-2210-522-5250	FUEL & OIL SUPPLIES	16,300.00	13,110.03	25,000.00	11,149.05	25,000.00	0.00
001-2210-522-5264	MACH/EQUIP CAPITAL-LIKE	4,500.00	4,500.00	0.00	0.00	0.00	0.00
001-2210-522-5270	EMS SUPPLIES	10,000.00	6,430.37	11,000.00	4,718.12	11,500.00	0.00
001-2210-522-5290	FIRE PREVENTION SUPPLIES	500.00	0.00	500.00	0.00	500.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	23 / 24 SCHOOL AND COMMUNITY AWARENESS SUPPLIES	0.00	0.00	500.00
001-2210-522-5400	BOOKS/PUBL/SUBSCR/MEMBE...	500.00	349.95	500.00	325.00	600.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	FIRE ENGINEERING TRAINING SUBSCRIPTION	0.00	0.00	75.00
2024-2025	FLORIDA FIRE CHIEFS	0.00	0.00	125.00
2024-2025	FLORIDA FIRE MARSHALLS	0.00	0.00	200.00
2024-2025	VOLUSIA COUNTY FIRE CHIEFS	0.00	0.00	200.00
001-2210-522-5501	TRAINING & EDUCATION COST	10,300.00	2,112.29	10,400.00	4,117.34	10,600.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	EDUCATIONAL REIMBURSEMENT (IAFF)	0.00	0.00	7,500.00
2024-2025	TARGET SOLUTIONS	0.00	0.00	2,000.00
2024-2025	TRAINING	0.00	0.00	100.00
2024-2025	TRAINING SUPPLIES	0.00	0.00	1,000.00
	Division: 2210 - PUBLIC SAFETY Total:	**1,780,686.00**	**1,619,421.55**	**1,913,224.00**	**1,541,856.37**	**2,013,091.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Division: 2410 - PLANNING & CODE ENF							
001-2410-515-1200	REGULAR SALARIES	99,298.00	99,297.66	107,268.00	97,238.04	109,883.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	COMMUNITY DEVELOPMENT DIRECTOR (.75)			1.00	0.00	0.00	
2024-2025	ECONOMIC DEVELOPMENT DIRECTOR/CRA COORD (.25)			1.00	0.00	0.00	
2024-2025	REGULAR SALARIES TOTAL			0.00	0.00	109,883.00	
001-2410-515-1510	INCENTIVE PAY - CELL	601.00	600.02	600.00	537.51	600.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CELL PHONE ALLOWANCE			24.00	25.00	600.00	
001-2410-515-1520	UNIFORM ALLOWANCE	200.00	200.00	200.00	200.00	200.00	0.00
001-2410-515-2100	FICA/MEDICARE TAXES	7,650.00	7,411.41	8,270.00	7,263.63	8,480.00	0.00
001-2410-515-2200	RETIREMENT CONTRIBUTION	28,730.00	28,729.04	33,090.00	29,996.91	33,800.00	0.00
001-2410-515-2300	LIFE & HEALTH INSURANCE	12,000.00	9,428.71	9,850.00	10,291.11	9,770.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	HEALTH INSURANCE & HSA			0.00	0.00	9,350.00	
2024-2025	LIFE INSURANCE			0.00	0.00	420.00	
001-2410-515-2400	WORKERS COMP INSURANCE	100.00	86.37	1,040.00	84.55	1,050.00	0.00
001-2410-515-3101	PROFESSIONAL SERVICES	1,000.00	571.39	4,400.00	4,413.33	6,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	GIS SERVICES			1.00	4,500.00	4,500.00	
2024-2025	REFUNDABLE EXPENSE FOR STORMWATER REVIEWS, ETC			0.00	0.00	1,500.00	
001-2410-515-3150	LEGAL/OFFICIAL ADVERTISNG	200.00	120.50	580.00	0.00	1,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	LEGAL ADS FOR REZONES, CPA, ETC			0.00	0.00	1,000.00	
001-2410-515-4001	TRAVEL & PER DIEM	800.00	0.00	900.00	285.46	900.00	0.00
001-2410-515-4400	RENTALS & LEASES	865.00	785.01	865.00	913.78	1,008.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	RICHOH COPIER LEASE			12.00	84.00	1,008.00	
001-2410-515-4500	INSURANCE/NON EMPLOYEE	1,311.00	1,308.64	6,914.00	6,970.32	7,605.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BROWN & BROWN PACKAGE POLICY			0.00	0.00	7,605.00	
001-2410-515-4611	REPAIRS & MAINTENANCE	727.00	726.60	720.00	501.97	0.00	0.00
001-2410-515-4700	PRINTING & BINDING	49.00	49.00	0.00	230.11	780.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	RICHOH COPY CHARGES			12.00	65.00	780.00	
001-2410-515-5100	OFFICE SUPPLIES	200.00	124.77	200.00	100.46	200.00	0.00
001-2410-515-5400	BOOKS/PUBL/SUBSCR/MEMBE...	850.00	831.00	950.00	769.00	950.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	AICP LICENSE AND CNU ACCREDITATION, ETC			0.00	0.00	950.00	
001-2410-515-5501	TRAINING & EDUCATION COST	750.00	20.00	750.00	460.00	750.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CONFERENCE FOR REQUIRED CE CREDITS			0.00	0.00	750.00	
001-2410-524-1200	REGULAR SALARIES	91,355.00	91,354.12	136,894.00	94,510.93	149,305.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CLERICAL ASSISTANT			0.70	0.00	0.00	
2024-2025	CODE ENFORCEMENT I			1.00	0.00	0.00	
2024-2025	CODE ENFORCEMENT II			0.50	0.00	0.00	
2024-2025	CODE ENFORCEMENT REGULAR SALARIES TOTAL			0.00	0.00	149,305.00	
2024-2025	SENIOR CODE ENFORCEMENT OFFICER			1.00	0.00	0.00	
001-2410-524-1400	OVERTIME	300.00	2.00	720.00	144.71	630.00	0.00
001-2410-524-1510	INCENTIVE PAY - CELL	900.00	900.00	1,200.00	806.25	1,200.00	0.00
001-2410-524-1520	UNIFORM ALLOWANCE	100.00	100.00	70.00	70.00	70.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
001-2410-524-1530	BOOT ALLOWANCE	200.00	180.00	300.00	180.00	438.00	0.00
001-2410-524-2100	FICA/MEDICARE TAXES	6,973.00	6,972.41	11,010.00	7,209.97	11,630.00	0.00
001-2410-524-2200	RETIREMENT CONTRIBUTION	11,260.00	11,259.89	19,300.00	12,845.10	20,450.00	0.00
001-2410-524-2300	LIFE & HEALTH INSURANCE	20,502.00	20,501.05	30,800.00	18,497.83	30,510.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	HEALTH INSURANCE & HSA	3.20	9,340.00	29,890.00
2024-2025	LIFE INSURANCE	0.00	0.00	620.00

001-2410-524-2400	WORKERS COMP INSURANCE	1,200.00	1,014.82	2,180.00	1,005.64	2,140.00	0.00
001-2410-524-3101	PROFESSIONAL SERVICES	3,900.00	3,100.00	3,000.00	2,950.00	2,500.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	SPECIAL MASTER	0.00	0.00	2,500.00

001-2410-524-3150	LEGAL/OFFICIAL ADVERTISNG	1,500.00	1,417.20	2,200.00	1,509.00	1,500.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	LIENS, RECORDING, LEGAL	0.00	0.00	1,500.00

001-2410-524-3400	OTHER SERVICES	1,000.00	690.00	2,400.00	720.00	7,000.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	LAWN CARE, DEMO, DEBRIS REMOVAL, ETC.	0.00	0.00	7,000.00

001-2410-524-3490	HUMANE SOCIETY SERVICES	27,000.00	26,667.60	38,100.00	34,216.94	40,000.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	HUMANE SOCIETY	0.00	0.00	25,000.00
2024-2025	REDINGER CLINIC	0.00	0.00	15,000.00

001-2410-524-4001	TRAVEL & PER DIEM	500.00	496.00	1,500.00	828.14	1,500.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	TRAVEL AND PER DIEM FOR CODE	0.00	0.00	1,500.00

001-2410-524-4200	POSTAGE, FRT, EXPRESS	4,000.00	3,999.46	3,300.00	2,076.30	3,000.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	MAILINGS OF NOTICES OF VIOLATION, NTA, ETC			0.00	0.00	3,000.00	
001-2410-524-4400	RENTALS & LEASES	700.00	506.57	650.00	456.94	700.00	0.00
001-2410-524-4500	INSURANCE/NON-EMPLOYEE	6,170.00	6,158.96	8,432.00	8,500.71	9,275.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BROWN & BROWN PACKAGE POLICY			0.00	0.00	9,275.00	
001-2410-524-4601	REPAIRS & MAINTENANCE	700.00	0.00	700.00	0.00	700.00	0.00
001-2410-524-4611	MAINTENANCE CONTRACTS	350.00	305.81	400.00	422.67	350.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	COPIER			0.00	0.00	350.00	
001-2410-524-4650	FLEET CHARGES	600.00	543.50	1,000.00	45.73	1,000.00	0.00
001-2410-524-4700	PRINTING & BINDING	200.00	98.00	200.00	144.96	200.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	NOTICES, PLACARDS, ETC			0.00	0.00	200.00	
001-2410-524-5100	OFFICE SUPPLIES	455.00	454.83	450.00	324.04	450.00	0.00
001-2410-524-5201	OPERATING SUPPLIES	105.00	66.65	250.00	92.58	300.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CAT TRAPS			2.00	75.00	150.00	
2024-2025	CATCH POLE			0.00	0.00	150.00	
001-2410-524-5220	CLOTHING & EQUIP	600.00	0.00	600.00	0.00	600.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	SHIRTS AND PANTS FOR CODE ENFORCEMENT			2.00	240.00	480.00	
2024-2025	SHIRTS FOR CODE ENFORCEMENT			0.00	0.00	120.00	
001-2410-524-5250	FUEL & OIL SUPPLIES	1,700.00	712.38	1,700.00	434.80	1,700.00	0.00
001-2410-524-5400	BOOKS/PUBL/SUBSCR/MEMBE...	235.00	190.00	235.00	460.00	265.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	FACA MEMBERSHIP (ANIMAL CONTROL ASSOCIATION)			0.00	0.00	75.00	
2024-2025	FACE MEMBERSHIP (CODE ENFORCEMENT ASSOCIATION)			0.00	0.00	150.00	
2024-2025	VOLUSIA ASSOC OF CE			0.00	0.00	40.00	
001-2410-524-5501	TRAINING & EDUCATION COST	2,425.00	600.00	1,500.00	350.00	1,500.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CONTINUING ED FOR CERTIFICATION - CONFERENCES			0.00	0.00	1,500.00	
Division: 2410 - PLANNING & CODE ENF Total:		**340,261.00**	**328,581.37**	**445,688.00**	**349,059.42**	**471,889.00**	**0.00**
Division: 4141 - ROADS & STREETS							
001-4141-541-1200	REGULAR SALARIES & WAGE	161,887.00	126,572.67	286,187.00	174,541.99	254,619.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	FIELD OPERATION SUPERVISOR			0.50	0.00	0.00	
2024-2025	LEAD MAINTENANCE WORKER			1.00	0.00	0.00	
2024-2025	MAINTENANCE WORKER I			4.00	0.00	0.00	
2024-2025	MAINTENANCE WORKER II			1.00	0.00	0.00	
2024-2025	REGULAR SALARIES & WAGES TOTAL			0.00	0.00	254,619.00	
001-4141-541-1400	OVERTIME	4,826.00	4,825.69	5,005.00	3,235.64	3,836.00	0.00
001-4141-541-1510	INCENTIVE PAY - CELL	300.00	139.38	0.00	143.75	300.00	0.00
001-4141-541-1520	UNIFORM ALLOWANCE	100.00	70.00	0.00	0.00	0.00	0.00
001-4141-541-1530	BOOT ALLOWANCE	762.00	762.00	960.00	900.00	1,138.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BOOT ALLOWANCE - MAINT. WORKERS			6.50	175.00	1,138.00	
001-4141-541-2100	FICA/MEDICARE TAXES	10,500.00	9,943.10	22,400.00	13,449.55	19,910.00	0.00
001-4141-541-2200	RETIREMENT CONTRIBUTION	23,000.00	16,380.88	39,560.00	24,094.14	35,260.00	0.00
001-4141-541-2300	LIFE & HEALTH INSURANCE	62,600.00	32,467.60	76,700.00	41,443.93	61,780.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	HEALTH INSURANCE & HSA			6.50	9,340.00	60,710.00	

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
2024-2025	LIFE INSURANCE			0.00	0.00	1,070.00	
001-4141-541-2400	WORKERS COMP INSURANCE	10,500.00	5,144.79	16,790.00	7,993.54	13,620.00	0.00
001-4141-541-4001	TRAVEL & PER DIEM	120.00	120.00	100.00	0.00	100.00	0.00
001-4141-541-4200	POSTAGE, FRT, EXPRESS	50.00	0.00	50.00	0.00	50.00	0.00
001-4141-541-4400	RENTALS & LEASES	1,500.00	0.00	1,500.00	0.00	1,500.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	ASPHALT ROLLER, GRINDERS, ETC.			0.00	0.00	1,500.00	
001-4141-541-4500	INSURANCE/NON-EMPLOYEE	12,952.00	12,928.60	20,598.00	20,766.39	22,658.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BROWN & BROWN PACKAGE POLICY			0.00	0.00	22,658.00	
001-4141-541-4601	REPAIRS & MAINTENANCE	57,203.00	57,202.02	58,350.00	14,786.17	20,800.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BATES SECURITY - PLANT ENTRANCE			0.00	0.00	2,000.00	
2024-2025	BUCKET TRUCK ANNUAL CERTIFICATION			0.00	0.00	800.00	
2024-2025	STREETS, ROW, BRIDGES, ETC.			0.00	0.00	18,000.00	
001-4141-541-4610	TRAFFIC LIGHT REPAIRS	42,200.00	39,556.99	38,150.00	25,918.07	42,150.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	FEC LICENSE FEE #271924B CALLE GRANDE			0.00	0.00	5,400.00	
2024-2025	FEC XING SIGNAL MAINT #271925H FLOMICH STREET			0.00	0.00	5,400.00	
2024-2025	FEC XING SIGNAL MAINT #271926P WALKER STREET			0.00	0.00	2,750.00	
2024-2025	FEC XING SIGNAL MAINT #271931L 2ND ST			0.00	0.00	2,350.00	
2024-2025	FEC XING SIGNAL MAINT #273056X 10TH ST			0.00	0.00	2,350.00	
2024-2025	FEC XING SIGNAL MAINT #291924B CALLE GRANDE			0.00	0.00	5,400.00	
2024-2025	FEC XING SIGNAL MAINT #291929K 6TH ST			0.00	0.00	5,400.00	
2024-2025	PEDESTRIAN CROSSING 3RD STREET			0.00	0.00	4,550.00	
2024-2025	PEDESTRIAN CROSSING CALLE GRANDE			0.00	0.00	4,550.00	
2024-2025	VOLUSIA COUNTY MAINT AGREEMENT			0.00	0.00	4,000.00	

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
001-4141-541-4612	STREET LIGHT REPAIRS	2,500.00	0.00	2,500.00	0.00	1,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	NOVA STREET LIGHT REPAIRS			0.00	0.00	1,000.00	
001-4141-541-4650	FLEET CHARGES	8,000.00	6,893.82	8,000.00	7,147.72	8,000.00	0.00
001-4141-541-4660	SMALL EQ REPAIR & MAINT	9,468.00	9,467.05	8,000.00	5,722.89	8,000.00	0.00
001-4141-541-4910	OTHER CHARGES	14,893.00	0.00	29,892.30	0.00	29,892.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	FEC TRACK CROSSING UPGRADE			0.00	0.00	29,892.00	
001-4141-541-4920	TREE REMOVAL	25,107.00	25,106.16	27,000.00	25,109.25	16,500.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	ARBORIST TREE INSPECTIONS			0.00	0.00	1,500.00	
2024-2025	STREET/ROW TREE REMOVALS			0.00	0.00	15,000.00	
001-4141-541-5201	OPERATING SUPPLIES	14,654.00	14,653.75	13,000.00	15,185.77	15,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CONES, BARRICADES, SAND BAGS, ETC.			0.00	0.00	15,000.00	
001-4141-541-5204	SMALL TOOLS & EQUIPMENT	4,997.00	4,996.72	6,000.00	1,758.94	4,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	REPLACEMENT WEED EATERS AND EDGERS			0.00	0.00	2,500.00	
2024-2025	SMALL TOOLS & EQUIPMENT			0.00	0.00	1,500.00	
001-4141-541-5210	SIGNS & MATERIALS	18,000.00	12,204.11	16,500.00	12,380.90	16,500.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	STREET SIGN ASSEMBLIES			0.00	0.00	4,500.00	
2024-2025	STREET SIGNS & MATERIALS			0.00	0.00	12,000.00	
001-4141-541-5219	UNIFORM EXPENSE	1,000.00	495.13	1,000.00	795.31	1,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	UNIFORM REPAIRS (ESTIMATED)			0.00	0.00	300.00	

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
2024-2025	UNIFORMS - $180 EST X 6 EMPLOYEES X 50%			0.00	0.00	600.00	
2024-2025	UNIFORMS $130 EST X 1 EMPLOYEE X 10%			0.00	0.00	100.00	
001-4141-541-5250	FUEL & OIL SUPPLIES	8,000.00	5,977.90	12,000.00	10,244.33	12,000.00	0.00
001-4141-541-5300	ROAD MATERIAL & SUPPLIES	12,841.00	11,907.77	6,000.00	2,108.70	6,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	SHELL, LIMEROCK, SAND, FILL DIRT, ETC.			0.00	0.00	6,000.00	
001-4141-541-5400	SUBSCRIP & MEMBERSHIPS	50.00	0.00	50.00	0.00	50.00	0.00
001-4141-541-5501	TRAINING & EDUCATION COST	450.00	280.00	2,500.00	669.00	500.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	MISC TRANINGS, MOT, ETC			0.00	0.00	500.00	
	Division: 4141 - ROADS & STREETS Total:	**508,460.00**	**398,096.13**	**698,792.30**	**408,395.98**	**596,163.00**	**0.00**
Division: 4160 - PUBLIC WORKS/FLEET							
001-4160-519-1200	REGULAR SALARIES	169,561.00	165,716.79	191,913.00	166,965.65	198,957.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	FLEET REGULAR SALARIES TOTAL			0.00	0.00	198,957.00	
2024-2025	FLEET SUPERVISOR			1.00	0.00	0.00	
2024-2025	MECHANIC			1.00	0.00	0.00	
2024-2025	MECHANIC I			1.00	0.00	0.00	
2024-2025	SENIOR MECHANIC			1.00	0.00	0.00	
001-4160-519-1400	OVERTIME	1,449.00	1,448.79	934.00	642.84	680.00	0.00
001-4160-519-1510	INCENTIVE PAY	600.00	512.50	600.00	0.00	0.00	0.00
001-4160-519-1530	BOOT ALLOWANCE	600.00	600.00	480.00	600.00	700.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BOOT ALLOWANCE			4.00	175.00	700.00	
001-4160-519-1550	TOOL ALLOWANCE	900.00	900.00	600.00	900.00	600.00	0.00
001-4160-519-2100	FICA/MEDICARE TAXES	13,500.00	12,644.02	14,900.00	12,722.82	15,400.00	0.00
001-4160-519-2200	RETIREMENT CONTRIBUTION	20,682.00	20,681.42	26,180.00	22,764.71	27,230.00	0.00
001-4160-519-2300	LIFE & HEALTH INSURANCE	47,000.00	35,062.15	38,560.00	24,204.30	38,210.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	HEALTH INSURANCE & HSA			4.00	9,340.00	37,360.00	
2024-2025	LIFE INSURANCE			0.00	0.00	850.00	
001-4160-519-2400	WORKERS COMP INSURANCE	3,128.00	3,128.00	2,910.00	2,186.39	3,510.00	0.00
001-4160-519-4001	TRAVEL & PER DIEM	300.00	0.00	300.00	0.00	100.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	MEAL & MILEAGE			0.00	0.00	100.00	
001-4160-519-4200	POSTAGE, FRT, EXPRESS	100.00	0.00	100.00	0.00	50.00	0.00
001-4160-519-4400	RENTALS & LEASES	1,400.00	340.00	600.00	417.42	600.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CYLINDER TANK RENTAL			0.00	0.00	600.00	
001-4160-519-4500	INSURANCE/NON-EMPLOYEE	9,770.00	9,752.56	13,087.00	13,194.03	14,396.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BROWN & BROWN PACKAGE POLICY			0.00	0.00	14,396.00	
001-4160-519-4601	REPAIRS & MAINTENANCE	1,900.00	1,142.11	2,200.00	1,449.68	2,200.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	LIFT MAINTENANCE			0.00	0.00	1,100.00	
2024-2025	MISC SHOP EQ REPAIRS			0.00	0.00	1,100.00	
001-4160-519-4650	FLEET CHARGES	9,200.00	5,336.88	6,500.00	1,648.66	6,500.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BUCKET TRUCK ANNUAL CERTIFICATION			0.00	0.00	1,000.00	
2024-2025	FLEET VEHICLE REPAIR & MAINTENANCE			0.00	0.00	3,500.00	
2024-2025	SCAN TOOL UPDATES			2.00	1,000.00	2,000.00	
001-4160-519-4660	SMALL EQ REPAIR & MAIN	1,000.00	600.67	1,500.00	0.00	500.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BATTERIES, COMPRESSORS, ETC.			0.00	0.00	500.00	

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
001-4160-519-5100	OFFICE SUPPLIES	800.00	442.48	800.00	150.39	600.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	OTHER MISCELANNEOUS SUPPLIES			0.00	0.00	100.00	
2024-2025	PRINTER INK			0.00	0.00	500.00	
001-4160-519-5201	OPERATING SUPPLIES	8,950.00	3,836.77	9,400.00	2,628.76	7,650.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BOLTS, NUTS			0.00	0.00	550.00	
2024-2025	BRAKE CLEANER, CARB CLEANER, DEGREASER			0.00	0.00	1,200.00	
2024-2025	CAR WASH SOAP			0.00	0.00	1,500.00	
2024-2025	ELEC CONNECTORS, CABLE, WIRE			0.00	0.00	1,000.00	
2024-2025	REPLACEMENT AIR HOSES			0.00	0.00	300.00	
2024-2025	REPLACEMENT FIRE EXT			0.00	0.00	400.00	
2024-2025	SAFETY VESTS, RAIN GEAR, BOOTS, ETC.			0.00	0.00	400.00	
2024-2025	WASP SPRAY			0.00	0.00	200.00	
2024-2025	WHEEL WEIGHTS			0.00	0.00	300.00	
2024-2025	WINDSHIELD WASHER FLUID			0.00	0.00	300.00	
2024-2025	WIPER RAG CLEANING/REPLACMENT			0.00	0.00	1,500.00	
001-4160-519-5202	COMPUTERS	2,000.00	0.00	2,000.00	1,788.00	2,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	DIAGNOSTIC REFERENCE SOFTWARE			0.00	0.00	2,000.00	
001-4160-519-5204	SMALL TOOLS & EQUIPMENT	4,000.00	898.52	2,000.00	811.73	2,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	MISC SHOP TOOLS			0.00	0.00	2,000.00	
001-4160-519-5219	UNIFORM EXPENSE	1,130.00	1,129.80	900.00	797.60	900.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	EMPLOYEES			3.00	300.00	900.00	
001-4160-519-5250	FUEL & OIL SUPPLIES	12,000.00	4,804.81	10,000.00	3,060.15	5,000.00	0.00
001-4160-519-5264	MACH/EQUIP CAPITAL-LIKE	0.00	0.00	3,000.00	2,367.54	0.00	0.00
001-4160-519-5400	BOOKS/PUBL/SUBSCR/MEMBE...	50.00	0.00	0.00	0.00	0.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
001-4160-519-5501	TRAINING & EDUCATION COST	3,200.00	0.00	3,200.00	0.00	2,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	MISC TRAINING: FLAGFA, ASE, SAFETY, ETC.			0.00	0.00	2,000.00	
Division: 4160 - PUBLIC WORKS/FLEET Total:		**313,220.00**	**268,978.27**	**332,664.00**	**259,300.67**	**329,783.00**	**0.00**
Division: 4172 - BLDG & GROUNDS/FACI							
001-4172-572-1200	REGULAR SALARIES & WAGE	296,429.00	259,751.40	292,982.00	266,007.62	313,325.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	B&G REGULAR SALARIES & WAGES TOTAL			0.00	0.00	313,325.00	
2024-2025	CUSTODIAN I			2.00	0.00	0.00	
2024-2025	CUSTODIAN II			1.00	0.00	0.00	
2024-2025	EQUIP OPER/MAINT WORKER I			1.00	0.00	0.00	
2024-2025	FACILITIES SUPERVISOR			1.00	0.00	0.00	
2024-2025	PW PROJECT MANAGER			0.30	0.00	0.00	
2024-2025	TRADESWORKER			1.00	0.00	0.00	
001-4172-572-1300	OTHER SALARIES & WAGES	5,000.00	2,816.00	7,488.00	0.00	0.00	0.00
001-4172-572-1400	OVERTIME	3,000.00	2,389.65	1,945.00	4,967.59	2,450.00	0.00
001-4172-572-1510	INCENTIVE PAY - CELL	1,200.00	1,200.00	780.00	1,075.00	780.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CELL PHONE			0.00	0.00	780.00	
001-4172-572-1520	UNIFORM ALLOWANCE	200.00	200.00	60.00	200.00	60.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CLOTHING ALLOWANCE - PW PROJECT			0.00	0.00	60.00	
001-4172-572-1530	BOOT ALLOWANCE	1,200.00	1,200.00	756.00	960.00	1,103.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BOOT ALLOWANCE -			6.00	175.00	1,050.00	
2024-2025	BOOT ALLOWANCE - PW PROJECT MGR			0.00	0.00	53.00	
001-4172-572-1540	INCENTIVE AUTO	1,200.00	1,200.00	360.00	1,100.00	360.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	AUTO ALLOWANCE			1.00	360.00	360.00	
001-4172-572-2100	FICA/MEDICARE TAXES	20,893.00	20,164.73	23,330.00	20,858.98	24,360.00	0.00
001-4172-572-2200	RETIREMENT CONTRIBUTION	35,693.00	35,692.22	44,880.00	40,649.93	44,290.00	0.00
001-4172-572-2300	LIFE & HEALTH INSURANCE	74,307.00	57,705.09	60,720.00	48,123.75	60,200.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	HEALTH INSURANCE & HSA			6.30	9,340.00	58,850.00	
2024-2025	LIFE INSURANCE			0.00	0.00	1,350.00	
001-4172-572-2400	WORKERS COMP INSURANCE	6,200.00	4,842.56	6,870.00	5,177.40	6,520.00	0.00
001-4172-572-3101	PROFESSIONAL SERVICES	300.00	150.00	300.00	260.00	200.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CITY HALL ELEVATOR OPERATING PERMITS			0.00	0.00	200.00	
001-4172-572-3400	OTHER SERVICES	82,100.00	81,811.69	76,100.00	58,878.62	69,800.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	FERTILIZATION, PEST & LANDSCAPING CONTROL GROUNDS			0.00	0.00	5,000.00	
2024-2025	FIRE ALARMS CONTRACTS AND INSPECTIONS			0.00	0.00	2,000.00	
2024-2025	LAWN MAINTENANCE - SUNRISE PARK, CITY HALL			0.00	0.00	12,000.00	
2024-2025	SECURITY ALARMS (CH, PD, SICA, B&G, CHA)			0.00	0.00	3,400.00	
2024-2025	WIFI SERVICES AT SICA HALL, CLUB HOUSE			0.00	0.00	2,400.00	
2024-2025	YMCA CONTRACT			0.00	0.00	45,000.00	
001-4172-572-3420	LANDSCAPING SERVICES	144,950.00	139,908.26	136,556.28	115,940.60	120,000.00	0.00
001-4172-572-4001	TRAVEL & PER DIEM	200.00	0.00	200.00	0.00	200.00	0.00
001-4172-572-4200	POSTAGE, FRT, EXPRESS	100.00	5.95	100.00	3.99	50.00	0.00
001-4172-572-4301	UTILITY SERVICES	400,000.00	385,484.73	400,000.00	396,304.44	400,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BOYS & GIRLS CLUB UTILITIES			0.00	0.00	10,000.00	

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
2024-2025	FPL AND TECO ALL ACCOUNTS			0.00	0.00	340,000.00	
2024-2025	WATER ALL ACCOUNTS			0.00	0.00	50,000.00	
001-4172-572-4400	RENTALS & LEASES	1,500.00	0.00	2,000.00	0.00	2,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	MISC RENTALS (SCISSOR LIFT, ETC.)			0.00	0.00	2,000.00	
001-4172-572-4500	INSURANCE/NON-EMPLOYEE	8,108.00	8,093.16	21,013.00	21,184.62	23,114.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BROWN & BROWN PACKAGE POLICY			0.00	0.00	23,114.00	
001-4172-572-4601	REPAIRS & MAINTENANCE	102,139.00	96,523.79	185,300.00	174,947.72	101,500.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	A/C MAINTENANCE ON 48 UNITS			0.00	0.00	20,000.00	
2024-2025	ANNUAL PARK RESTROOM INSPECTION & REJUVENATION			0.00	0.00	3,000.00	
2024-2025	BOYS & GIRLS CLUB MISC REPAIR & MAINTENANCE			0.00	0.00	2,000.00	
2024-2025	CITY HALL LIFT & ELEVATOR REPAIRS			0.00	0.00	8,000.00	
2024-2025	CITY HALL REPAIR & MAINTENANCE			0.00	0.00	10,000.00	
2024-2025	CLUB HOUSE REPAIR & MAINTENANCE			0.00	0.00	3,000.00	
2024-2025	FINANCE DEPT CARPETING			0.00	0.00	5,000.00	
2024-2025	FIRE DEPARTMENT REPAIR & MAINTENANCE			0.00	0.00	3,000.00	
2024-2025	FIRE/BURGLAR ALARM REPAIRS			0.00	0.00	2,000.00	
2024-2025	IRRIGATION SYSTEM REPAIRS			0.00	0.00	10,000.00	
2024-2025	PARK BUILDINGS & EQUIPMENT			0.00	0.00	10,000.00	
2024-2025	POLICE DEPARTMENT REPAIR & MAINTENANCE			0.00	0.00	5,000.00	
2024-2025	PW YARD REPAIR & MAINTENANCE (INCLUDES FLEET)			0.00	0.00	8,000.00	
2024-2025	QUARTERLY SCRUB & RINSE PARK RESTROOMS			0.00	0.00	3,500.00	
2024-2025	SICA HALL REPAIR & MAINTENANCE			0.00	0.00	4,000.00	
2024-2025	YMCA REPAIR & MAINTENANCE (DOORS, FRAMES, ROOF)			0.00	0.00	5,000.00	
001-4172-572-4611	MAINTENANCE CONTRACTS	6,000.00	0.00	5,000.00	0.00	5,000.00	0.00

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Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CITY HALL A/C MAINT AGREEMENT			0.00	0.00	5,000.00	
001-4172-572-4650	FLEET CHARGES	5,000.00	3,645.03	5,000.00	2,231.46	5,000.00	0.00
001-4172-572-4660	SMALL EQ REPAIR & MAINT	842.00	841.48	500.00	69.92	500.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	STRING TRIMMERS, EDGERS, ETC			0.00	0.00	500.00	
001-4172-572-4670	GENERATOR REPAIR & MAIN	5,000.00	225.95	5,000.00	200.00	4,000.00	0.00
001-4172-572-4810	PROMO ACT.-SPECIAL EVENTS	22,500.00	18,526.95	6,500.00	5,483.99	6,700.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	ART FESTIVAL			0.00	0.00	1,000.00	
2024-2025	CRUISIN' THE HILL			0.00	0.00	1,000.00	
2024-2025	MISC EXPENSES FOR CHRISTMAS PARADE			0.00	0.00	2,000.00	
2024-2025	OTHER EVENTS (CITY WIDE CLEANUPS, ETC.)			0.00	0.00	1,500.00	
2024-2025	STAGE AND TENT RENTALS FOR CHRISTMAS PARADE			0.00	0.00	1,200.00	
001-4172-572-4920	TREE REMOVAL	5,000.00	2,050.00	5,000.00	4,800.00	5,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	PARKS, GROUNDS TREE REMOVAL			0.00	0.00	5,000.00	
001-4172-572-5201	OPERATING SUPPLIES	22,957.00	22,956.73	15,000.00	20,465.57	26,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CLEANING SUPPLIES, GROUNDS SUPPLIES			0.00	0.00	23,000.00	
2024-2025	CONFERENCE ROOM CHAIRS			0.00	0.00	3,000.00	
001-4172-572-5204	SMALL TOOLS & EQUIPMENT	7,659.00	7,658.72	5,000.00	4,919.46	7,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	MISC TOOLS (EDGER, POLE SAW, IRRIGATION TOOLS)			0.00	0.00	7,000.00	
001-4172-572-5210	SIGNS & MATERIALS	6,900.00	5,286.01	2,000.00	1,528.98	1,000.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	PARKS AND FACILITIES SIGNAGE			0.00	0.00	1,000.00	
001-4172-572-5219	UNIFORM EXPENSE	1,740.00	1,739.16	1,400.00	1,655.14	1,400.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	UNIFORM REPAIRS (ESTIMATED)			0.00	0.00	100.00	
2024-2025	UNIFORMS - $200 EST EXP X 1 EMPLOYEE			0.00	0.00	200.00	
2024-2025	UNIFORMS - $210 EST EXPENSE X 5 EMPLOYEES			0.00	0.00	1,100.00	
001-4172-572-5221	PROGRAM EXPENSE	3,000.00	2,087.51	4,000.00	2,794.02	6,200.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	REPL DECORATIONS, ANIMATION BOXES CITY HALL			0.00	0.00	2,500.00	
2024-2025	REPL MERRY CHRISTMAS DISPLAY			0.00	0.00	1,500.00	
2024-2025	REPLACEMENT BULBS, REPAIRS CHRISTMAS ORNAMENTS			0.00	0.00	1,500.00	
2024-2025	REPLACEMENT SNOW FLAKE CITY HALL			0.00	0.00	700.00	
001-4172-572-5250	FUEL & OIL SUPPLIES	10,000.00	9,497.74	8,600.00	9,727.37	11,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	ENGINE OIL FOR VEHICLES/EQUIPMENT			0.00	0.00	1,000.00	
2024-2025	FUEL FOR FACILITIES			0.00	0.00	9,000.00	
2024-2025	HYDRAULIC OIL FOR VEHICLES/EQUIPMENT			0.00	0.00	1,000.00	
001-4172-572-5501	TRAINING & EDUCATION COST	3,700.00	200.00	3,700.00	439.24	3,700.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	MISC TRAINING COURSES: PEST, LAWN, SAFETY			0.00	0.00	1,000.00	
2024-2025	PMP TEST/CERTIFICATION (PMI)			0.00	0.00	300.00	
2024-2025	PMP TRANING (KNOWLEDGE BASE ACADEMY)			0.00	0.00	1,200.00	
2024-2025	TRADESWORKER TRAINING (HVAC, ETC.)			0.00	0.00	1,200.00	
Division: 4172 - BLDG & GROUNDS/FACI Total:		**1,285,017.00**	**1,173,854.51**	**1,328,440.28**	**1,210,955.41**	**1,252,812.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Division: 8110 - NON-DEPARTMENTAL							
001-8110-580-4930	ADMIN SERV FEE ALLOCATION	24,972.00	24,972.00	38,767.00	38,767.00	40,546.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	PW ADMIN ALLOC			1.00	40,546.00	40,546.00	
001-8110-580-4959	BAD DEBT EXPENSE	531.00	530.06	0.00	589.20	0.00	0.00
001-8110-580-6400	MACHINERY & EQUIPMENT	404,460.00	395,773.39	263,000.00	201,275.51	285,570.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	FORD F-150 - STREETS			1.00	40,000.00	40,000.00	
2024-2025	FORD F-150 CREW CAB - FIRE			1.00	54,570.00	54,570.00	
2024-2025	POLICE INTERCEPTOR - PATROL			2.00	58,000.00	116,000.00	
2024-2025	POLICE INTERCEPTOR - TRAFFIC			1.00	60,000.00	60,000.00	
2024-2025	UTILITY BILLING - TABLETS			3.00	5,000.00	15,000.00	
001-8110-581-0301	TRANSFER TO CAPITAL PROJEC...	0.00	0.00	88,000.00	88,000.00	0.00	0.00
001-8110-581-9104	TRANSFER TO PERMITTING 004	179,675.00	179,675.00	155,782.00	155,782.00	148,606.00	0.00
001-8110-581-9131	TRSFR TO CAPITAL PROJECTS	65,000.00	65,000.00	0.00	0.00	415,500.00	0.00
001-8110-581-9190	TRANSFER TO OTHER FUNDS	0.00	1,939,462.11	0.00	0.00	83,500.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	TRANSFER TO 002 FOR SIDEWALKS			1.00	83,500.00	83,500.00	
001-8110-589-9910	CONTINGENCY	17,053.00	0.00	-3,400.00	0.00	0.00	0.00
001-8110-591-9300	INTEREST EXPENSE - SBITA	0.00	3,880.36	0.00	0.00	0.00	0.00
	Division: 8110 - NON-DEPARTMENTAL Total:	**691,691.00**	**2,609,292.92**	**542,149.00**	**484,413.71**	**973,722.00**	**0.00**
	Fund: 001 - GENERAL FUND Surplus (Deficit):	**0.00**	**65,701.35**	**0.00**	**1,596,538.81**	**0.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

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Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 002 - LOCAL OPTION FUEL TAX							
Division: 0000 - UNDESIGNATED							
002-0000-312-4210	SECOND LOCAL OPTION TAXES	131,151.00	132,771.05	133,711.00	112,514.68	147,723.00	0.00
002-0000-331-5010	ECONOMIC ENVIRONMENT/CD...	98,055.00	0.00	0.00	0.00	0.00	0.00
002-0000-344-0495	MOBILITY FEE	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	0.00
002-0000-361-1000	INTEREST & OTHER EARNINGS	15.00	7,369.06	1,100.00	16,120.93	3,500.00	0.00
002-0000-361-1500	INVESTMENT EARNINGS	100.00	676.02	189.00	567.92	277.00	0.00
002-0000-361-3010	INCR/DECR FAIR VAL-INVEST	0.00	18.20	0.00	76.29	0.00	0.00
002-0000-381-0495	TRANSFER FRM 495 FUND	630.00	630.00	0.00	0.00	0.00	0.00
002-0000-381-1001	TRANSFER FROM GENERAL FU...	0.00	300,000.00	0.00	0.00	83,500.00	0.00
002-0000-389-1000	PRIOR YEAR CARRYOVER	1,037,222.00	0.00	858,239.68	0.00	0.00	0.00
	Division: 0000 - UNDESIGNATED Total:	**1,467,173.00**	**641,464.33**	**1,193,239.68**	**329,279.82**	**435,000.00**	**0.00**
Division: 4141 - ROADS & STREETS							
002-4141-541-4601	REPAIRS & MAINTENANCE	331,896.00	0.00	50,000.00	55,326.08	150,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	SIDEWALK REPLACEMENT PROGRAM			0.00	0.00	150,000.00	
	Division: 4141 - ROADS & STREETS Total:	**331,896.00**	**0.00**	**50,000.00**	**55,326.08**	**150,000.00**	**0.00**
Division: 8110 - NON-DEPARTMENTAL							
002-8110-580-4601	REPAIRS & MAINTENANCE	1,135,277.00	799,946.79	1,143,239.68	9,582.39	285,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	ANNUAL PAVING PROGRAM			1.00	285,000.00	285,000.00	
	Division: 8110 - NON-DEPARTMENTAL Total:	**1,135,277.00**	**799,946.79**	**1,143,239.68**	**9,582.39**	**285,000.00**	**0.00**
	Fund: 002 - LOCAL OPTION FUEL TAX Surplus (Deficit):	**0.00**	**-158,482.46**	**0.00**	**264,371.35**	**0.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 004 - PERMITTING							
Division: 0000 - UNDESIGNATED							
004-0000-322-0000	BUILDING PERMITS	11,000.00	10,543.25	12,100.00	42,965.25	15,500.00	0.00
004-0000-322-1000	BUILDING PERMITS / BUILDING	99,000.00	147,215.36	107,600.00	152,282.42	112,000.00	0.00
004-0000-322-1100	ELECTRIC	10,000.00	14,813.00	10,800.00	44,937.44	12,500.00	0.00
004-0000-322-1200	PLUMBING	5,000.00	5,220.00	5,300.00	16,807.00	5,500.00	0.00
004-0000-322-1300	MECHANICAL PERMITS	14,000.00	17,151.75	15,100.00	25,593.45	15,500.00	0.00
004-0000-322-1600	BUILDING PERMITS / TECHNOL...	0.00	11,620.00	9,200.00	25,401.24	12,000.00	0.00
004-0000-329-1000	OTHER PERMITS AND FEES	2,000.00	2,777.00	2,200.00	5,538.88	2,500.00	0.00
004-0000-329-1011	APLIC FEE-RES BLDG PERMIT	23,000.00	28,425.00	23,100.00	26,485.10	23,500.00	0.00
004-0000-329-1012	APLIC FEE-COM BLDG PERMIT	14,000.00	14,960.00	14,900.00	20,005.00	15,500.00	0.00
004-0000-329-2000	FIRE INSPECTION FEES	3,000.00	5,995.00	3,300.00	4,954.28	3,500.00	0.00
004-0000-329-2022	SECOND RE-INSPECTION	300.00	690.00	300.00	200.00	300.00	0.00
004-0000-329-2023	THIRD RE-INSPECTION	70.00	400.00	0.00	0.00	0.00	0.00
004-0000-329-2024	FOURTH/ADDL RE-INSPECTNS	30.00	0.00	0.00	0.00	0.00	0.00
004-0000-329-2120	CONSULTANT PASS-THRU FEES	10.00	0.00	0.00	0.00	0.00	0.00
004-0000-329-2130	O/S-PERMIT INSPECTIONS	10,000.00	72,422.35	23,200.00	39,221.50	25,500.00	0.00
004-0000-329-2131	O/S-PERMIT RE-INSPECTIONS	0.00	120.00	0.00	0.00	0.00	0.00
004-0000-329-3030	CHANGE CONTRACTOR FEE	0.00	40.00	0.00	0.00	0.00	0.00
004-0000-329-3031	CHANGE SUB-CONTRACTOR FEE	20.00	170.00	0.00	150.00	0.00	0.00
004-0000-329-3032	PLACARD FEE	2,900.00	3,513.00	2,900.00	3,624.00	3,000.00	0.00
004-0000-329-3033	PLACARD REPLACEMENT FEE	100.00	30.00	100.00	0.00	100.00	0.00
004-0000-329-3034	PERMIT RENEWAL (ACTIVE)	3,200.00	1,990.00	2,900.00	2,620.00	3,500.00	0.00
004-0000-329-3036	CLOSEOUT-REACTV PRMT-MISC	250.00	0.00	100.00	0.00	100.00	0.00
004-0000-361-1000	INTEREST & OTHER EARNINGS	10.00	3,131.77	1,407.00	7,353.58	7,523.00	0.00
004-0000-369-9000	OTHER MISC REVENUES	420.00	495.62	0.00	715.76	0.00	0.00
004-0000-381-1001	TRANSFER FROM GENERAL FU...	179,675.00	179,675.00	155,782.00	155,782.00	148,606.00	0.00
004-0000-389-1000	PRIOR YEAR CARRYOVER	1,100.00	0.00	0.00	0.00	0.00	0.00
	Division: 0000 - UNDESIGNATED Total:	**379,085.00**	**521,398.10**	**390,289.00**	**574,636.90**	**406,629.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Division: 2415 - BLDG & FIRE INSPECT							
004-2415-524-1200	REGULAR SALARIES	246,817.00	227,011.55	239,020.00	220,052.35	254,537.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	B&Z REGULAR SALARIES TOTAL			0.00	0.00	254,537.00	
2024-2025	CHIEF BUILDING OFFICIAL			1.00	0.00	0.00	
2024-2025	COMMUNITY DEVELOPMENT DIRECTOR (.25)			1.00	0.00	0.00	
2024-2025	FIRE INSPECTOR/BACKFLOW INSPECTOR			1.00	0.00	0.00	
2024-2025	LICENSING/PERMIT/ZONING TECH			1.00	0.00	0.00	
004-2415-524-1400	OVERTIME	500.00	400.86	947.00	837.90	462.00	0.00
004-2415-524-1510	INCENTIVE PAY - CELL	1,107.00	1,106.24	1,050.00	1,209.37	1,050.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CELL PHONE ALLOWANCE			42.00	25.00	1,050.00	
004-2415-524-1520	UNIFORM ALLOWANCE	400.00	150.00	150.00	150.00	150.00	0.00
004-2415-524-1530	BOOT ALLOWANCE	300.00	240.00	240.00	240.00	350.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BOOT ALLOWANCE			2.00	175.00	350.00	
004-2415-524-2100	FICA/MEDICARE TAXES	19,500.00	17,156.91	18,790.00	16,855.86	19,640.00	0.00
004-2415-524-2200	RETIREMENT CONTRIBUTION	35,500.00	33,664.60	60,950.00	53,857.24	63,660.00	0.00
004-2415-524-2300	LIFE & HEALTH INSURANCE	44,300.00	27,899.35	28,340.00	26,170.23	31,350.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	HEALTH INSURANCE & HSA			3.25	9,340.00	30,360.00	
2024-2025	LIFE INSURANCE			0.00	0.00	990.00	
004-2415-524-2400	WORKERS COMP INSURANCE	2,279.00	2,278.54	3,540.00	2,223.66	3,480.00	0.00
004-2415-524-3101	PROFESSIONAL SERVICES	4,420.00	4,420.00	11,300.00	9,180.00	6,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	UNIVERSAL INSPECTIONS, ETC			0.00	0.00	6,000.00	
004-2415-524-4001	TRAVEL & PER DIEM	1,800.00	833.71	1,150.00	561.12	1,150.00	0.00

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Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BEAU - TRAINING			0.00	0.00	250.00	
2024-2025	RICKIE - TRAINING			0.00	0.00	900.00	
004-2415-524-4200	POSTAGE, FRT, EXPRESS	2,300.00	1,549.98	2,300.00	822.66	2,300.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	MAILING FEMA NOTICES THRU UTILITY BILLS			0.00	0.00	300.00	
2024-2025	MAILING OF BTRS			0.00	0.00	2,000.00	
004-2415-524-4400	RENTALS & LEASES	900.00	785.08	825.00	913.87	1,020.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	RICHOH COPIER LEASE			12.00	85.00	1,020.00	
004-2415-524-4500	INSURANCE/NON-EMPLOYEE	7,468.00	7,467.60	11,383.00	11,475.73	11,521.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BROWN & BROWN PACKAGE POLICY			0.00	0.00	11,521.00	
004-2415-524-4601	REPAIRS & MAINTENANCE	62.00	61.09	50.00	40.75	25.00	0.00
004-2415-524-4611	MAINTENANCE CONTRACTS	727.00	726.61	450.00	502.02	0.00	0.00
004-2415-524-4650	FLEET CHARGES	1,279.00	264.04	1,279.00	9.53	1,279.00	0.00
004-2415-524-4700	PRINTING & BINDING	600.00	234.00	600.00	792.65	1,380.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	FIRE INSPECTION NOTICES, FORMS, ETC			0.00	0.00	600.00	
2024-2025	RICHOH COPY CHARGES			12.00	65.00	780.00	
004-2415-524-5100	OFFICE SUPPLIES	1,001.00	1,000.12	800.00	768.57	800.00	0.00
004-2415-524-5201	OPERATING SUPPLIES	300.00	66.65	300.00	0.00	300.00	0.00
004-2415-524-5220	CLOTHING & EQUIP	600.00	0.00	600.00	0.00	600.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	STAFF SHIRTS			1.00	120.00	120.00	
2024-2025	STAFF SHIRTS (3) PANTS (3)			2.00	240.00	480.00	

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
004-2415-524-5250	FUEL & OIL SUPPLIES	2,100.00	1,911.68	2,100.00	1,332.38	2,100.00	0.00
004-2415-524-5400	BOOKS/PUBL/SUBSCR/MEMBE...	3,775.00	1,727.50	2,675.00	1,727.50	2,025.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	ANNUAL SUBSCRIPTION TO NFPA	0.00	0.00	1,600.00
2024-2025	BOAF MEMBERSHIP - RICKIE LEE	0.00	0.00	75.00
2024-2025	FFMIA MEMBERSHP - BEAU	0.00	0.00	175.00
2024-2025	NFPA MEMBERSHIP - BEAU	0.00	0.00	175.00

004-2415-524-5501	TRAINING & EDUCATION COST	1,050.00	634.00	1,450.00	549.00	1,450.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	FIRE INSPECTOR CONTING ED CERTIFICATION CREDITS	0.00	0.00	250.00
2024-2025	INSPECTOR FBOA - FOR CERTIFICATION CREDITS	0.00	0.00	600.00
2024-2025	PLANNING TECH TRAINING / CERTIFICATION	0.00	0.00	600.00

Division: 2415 - BLDG & FIRE INSPECT Total:	**379,085.00**	**331,590.11**	**390,289.00**	**350,272.39**	**406,629.00**	**0.00**
Fund: 004 - PERMITTING Surplus (Deficit):	**0.00**	**189,807.99**	**0.00**	**224,364.51**	**0.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 110 - LAW ENFORCEMENT TRUST FD							
Division: 0000 - UNDESIGNATED							
110-0000-358-2000	FORFEITS	0.00	12,737.68	0.00	50.00	0.00	0.00
110-0000-361-1000	INTEREST & OTHER EARNINGS	0.00	111.79	0.00	297.12	0.00	0.00
110-0000-361-1500	INVESTMENT EARNINGS	0.00	940.21	0.00	789.85	0.00	0.00
110-0000-361-3010	INCR/DECR FAIR VAL-INVEST	0.00	25.33	0.00	106.13	0.00	0.00
110-0000-389-1000	PRIOR YEAR CARRYOVER	15,900.00	0.00	0.00	0.00	0.00	0.00
	Division: 0000 - UNDESIGNATED Total:	**15,900.00**	**13,815.01**	**0.00**	**1,243.10**	**0.00**	**0.00**
Division: 8110 - NON-DEPARTMENTAL							
110-8110-581-9101	TRANSFER TO GENERAL FUND	15,900.00	15,900.00	0.00	0.00	0.00	0.00
	Division: 8110 - NON-DEPARTMENTAL Total:	**15,900.00**	**15,900.00**	**0.00**	**0.00**	**0.00**	**0.00**
	Fund: 110 - LAW ENFORCEMENT TRUST FD Surplus (Deficit):	**0.00**	**-2,084.99**	**0.00**	**1,243.10**	**0.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 130 - COMMUNITY REDEVELOPMT							
Division: 0000 - UNDESIGNATED							
130-0000-311-1000	AD-VALOREM TAXES	1,463,810.00	1,461,831.00	1,581,520.59	1,579,298.93	1,570,658.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BASED ON CRA ASSESSMENT FROM PROPERTY APPRAISER			0.00	0.00	-1,570,658.00	
130-0000-338-3000	INTERLOCAL SHARE TIF	1,476,996.00	1,490,704.30	1,684,721.31	1,684,721.31	1,658,597.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	HALIFAX HOSPITAL			0.00	0.00	-208,347.00	
2024-2025	VOLUSIA COUNTY FUNDS TOTAL			0.00	0.00	-1,450,250.00	
130-0000-347-4000	EVENTS	0.00	28,042.87	0.00	20,742.49	5,000.00	0.00
130-0000-361-1000	INTEREST & OTHER EARNINGS	500.00	19,274.58	10,000.00	48,504.62	14,203.00	0.00
130-0000-361-1500	INVESTMENT EARNINGS	16,900.00	143,305.87	30,000.00	120,388.85	40,000.00	0.00
130-0000-361-3010	INCR/DECR FAIR VAL-INVEST	0.00	3,862.97	0.00	16,173.81	0.00	0.00
130-0000-364-4100	DISPOS. OF FIXED ASSETS	0.00	17,025.00	0.00	0.00	0.00	0.00
130-0000-366-9000	CNTRB & DON/PRIV SOURCE	0.00	869.00	0.00	0.00	0.00	0.00
130-0000-369-3030	INSC SETTLEMENTS	0.00	0.00	0.00	4,672.92	0.00	0.00
130-0000-389-1000	PRIOR YEAR CARRYOVER	70,208.00	0.00	0.00	0.00	0.00	0.00
	Division: 0000 - UNDESIGNATED Total:	**3,028,414.00**	**3,164,915.59**	**3,306,241.90**	**3,474,502.93**	**3,288,458.00**	**0.00**
Division: 2110 - PUBLIC SAFETY							
130-2110-521-1200	REGULAR SALARIES	156,000.00	85,242.98	177,251.00	79,466.86	182,012.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	PD CRA REGULAR SALARIES TOTAL			0.00	0.00	182,012.00	
2024-2025	POLICE OFFICER CRA			2.00	0.00	0.00	
2024-2025	SERGEANT CRA			1.00	0.00	0.00	
130-2110-521-1400	OVERTIME	13,600.00	6,390.23	14,910.00	5,606.22	16,016.97	0.00
130-2110-521-1500	INCENTIVE PAY	1,000.00	720.00	800.00	880.00	240.00	0.00
130-2110-521-1510	CELL PHONE ALLOWANCE	600.00	600.00	600.00	287.50	600.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CELL PHONE ALLOWANCE (1)			0.00	0.00	600.00	
130-2110-521-1520	UNIFORM ALLOWANCE	0.00	0.00	0.00	0.00	1,000.00	0.00
130-2110-521-1530	BOOT ALLOWANCE	400.00	120.00	360.00	240.00	360.00	0.00
130-2110-521-2100	FICA TAXES	13,500.00	6,902.27	14,840.00	6,310.66	15,330.00	0.00
130-2110-521-2200	RETIREMENT CONTRIBUTION	39,500.00	21,875.05	39,750.00	18,100.06	41,636.00	0.00
130-2110-521-2300	LIFE & HEALTH INSURANCE	35,500.00	12,203.73	28,950.00	14,369.09	28,670.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	HEALTH INSURANCE & HSA			3.00	9,340.00	28,020.00	
2024-2025	LIFE INSURANCE			0.00	0.00	650.00	
130-2110-521-2400	WORKERS COMP INSURANCE	2,900.00	1,729.87	4,050.00	1,506.85	4,280.00	0.00
130-2110-521-3400	OTHER SERVICES	0.00	0.00	0.00	150.00	0.00	0.00
130-2110-521-4001	TRAVEL & PER DIEM	1,000.00	120.00	1,000.00	0.00	1,000.00	0.00
130-2110-521-4200	POSTAGE, FRT, EXPRESS	100.00	0.00	100.00	0.00	100.00	0.00
130-2110-521-4500	INSURANCE/NON-EMPLOYEE	6,633.00	6,621.16	9,815.00	9,894.75	10,797.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BROWN & BROWN PACKAGE POLICY			0.00	0.00	10,797.00	
130-2110-521-4601	REPAIRS & MAINTENANCE	1,200.00	126.14	800.00	118.00	800.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CALIBRATIONS			0.00	0.00	600.00	
2024-2025	RADIO REPAIRS AND MAINTENANCE			0.00	0.00	200.00	
130-2110-521-4611	MAINTENANCE CONTRACTS	2,525.00	1,850.00	4,350.00	4,220.40	4,350.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	AXON BODY CAM MAINTENANCE-3			0.00	0.00	1,850.00	
2024-2025	AZON-TASER- MAINTENANCE- 3			0.00	0.00	2,500.00	
130-2110-521-4650	FLEET CHARGES	2,825.00	2,824.69	2,500.00	2,803.61	2,500.00	0.00
130-2110-521-4659	PORTN OF 4650 REIMB BY EE	-2,185.00	-1,316.84	-2,185.00	-1,322.28	0.00	0.00
130-2110-521-4700	PRINTING & BINDING	700.00	129.48	700.00	0.00	700.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
130-2110-521-5100	OFFICE SUPPLIES	750.00	721.32	750.00	9.34	750.00	0.00
130-2110-521-5201	OPERATING SUPPLIES	6,000.00	4,593.31	7,900.00	2,941.43	7,900.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	AMMO	0.00	0.00	1,500.00
2024-2025	EVIDENCE SUPPLIES	0.00	0.00	500.00
2024-2025	GLOVES	0.00	0.00	1,000.00
2024-2025	MISC OPERATING SUPPLIES	0.00	0.00	500.00
2024-2025	MOVIES WITH A COP	6.00	450.00	2,700.00
2024-2025	SADY MATS	4.00	350.00	1,400.00
2024-2025	TRAINING SUPPLIES	0.00	0.00	300.00

130-2110-521-5220	CLOTHING & EQUIP	5,300.00	2,094.81	3,980.00	1,281.99	3,980.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	EQUIPMENT REPLACEMENT	0.00	0.00	800.00
2024-2025	REPLACEMENT FIREARMS	3.00	410.00	1,230.00
2024-2025	REPLACEMENT VEST	1.00	450.00	450.00
2024-2025	UNIFORM REPLACEMENT	0.00	0.00	1,500.00

130-2110-521-5250	FUEL & OIL SUPPLIES	10,000.00	3,705.13	8,500.00	3,034.05	8,500.00	0.00
130-2110-521-5501	TRAINING & EDUCATION COST	2,500.00	874.48	2,350.00	744.00	2,350.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	AXON-TASER TRAINING	0.00	0.00	100.00
2024-2025	PLI	3.00	150.00	450.00
2024-2025	TARGET SOLUTIONS	3.00	100.00	300.00
2024-2025	TARGET SOLUTIONS MAINTENANCE	0.00	0.00	200.00
2024-2025	TRAINING AND EDUCATION	0.00	0.00	1,300.00

	Division: 2110 - PUBLIC SAFETY Total:	**300,348.00**	**158,127.81**	**322,071.00**	**150,642.53**	**333,871.97**	**0.00**

Division: 2410 - PLANNING & CODE ENF

130-2410-524-1200	REGULAR SALARIES	31,981.00	31,980.50	36,321.00	33,059.86	38,817.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	CLERICAL ASSISTANT	0.30	0.00	0.00
2024-2025	CODE ENFORCEMENT CRA REGULAR SALARIES TOTAL	0.00	0.00	38,817.00
2024-2025	CODE ENFORCEMENT II	0.50	0.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
130-2410-524-1400	OVERTIME	100.00	2.00	377.00	119.83	83.00	0.00
130-2410-524-1510	INCENTIVE PAY - CELL	300.00	300.00	300.00	268.75	300.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CELL PHONE ALLOWANCE			12.00	25.00	300.00	
130-2410-524-1520	UNIFORM ALLOWANCE	0.00	0.00	80.00	30.00	80.00	0.00
130-2410-524-1530	BOOT ALLOWANCE	100.00	60.00	60.00	60.00	88.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CRA Boot			0.50	175.00	88.00	
130-2410-524-2100	FICA/MEDICARE TAXES	2,417.00	2,416.56	2,850.00	2,507.13	3,020.00	0.00
130-2410-524-2200	RETIREMENT CONTRIBUTION	3,962.00	3,961.61	4,990.00	4,493.42	5,310.00	0.00
130-2410-524-2300	LIFE & HEALTH INSURANCE	6,717.00	6,716.23	7,710.00	6,707.70	7,650.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	HEALTH INSURANCE & HSA			0.80	9,340.00	7,480.00	
2024-2025	LIFE INSURANCE			0.00	0.00	170.00	
130-2410-524-2400	WORKERS COMP INSURANCE	318.00	317.90	540.00	318.77	530.00	0.00
130-2410-524-3101	PROFESSIONAL SERVICES	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	SPECIAL MASTER			0.00	0.00	1,000.00	
130-2410-524-3150	LEGAL/OFFICIAL ADVERTISNG	200.00	0.00	200.00	0.00	200.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	LIENS, RECORDING, LEGAL			0.00	0.00	200.00	
130-2410-524-3400	OTHER SERVICES	4,076.00	0.00	5,000.00	0.00	5,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CODE COMPLIANCE DEMO			0.00	0.00	4,000.00	
2024-2025	CODE COMPLIANCE MOWING			0.00	0.00	1,000.00	
130-2410-524-4200	POSTAGE, FRT, EXPRESS	1,500.00	0.00	750.00	0.00	500.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	VIOLATION NOTICES, NTA, ETC			0.00	0.00	500.00	
130-2410-524-4700	PRINTING & BINDING	150.00	0.00	150.00	49.00	150.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	NOTICES, PLACARDS, ETC			0.00	0.00	150.00	
130-2410-524-5100	OFFICE SUPPLIES	100.00	0.00	100.00	0.00	100.00	0.00
130-2410-524-5201	OPERATING SUPPLIES	100.00	66.65	100.00	0.00	0.00	0.00
130-2410-524-5219	UNIFORMS	120.00	0.00	50.00	0.00	50.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	SHIRT & PANTS FOR CODE OFFICER			0.00	0.00	50.00	
130-2410-524-5250	FUEL & OIL SUPPLIES	1,110.00	1,109.89	800.00	799.99	800.00	0.00
	Division: 2410 - PLANNING & CODE ENF Total:	**54,251.00**	**46,931.34**	**61,378.00**	**48,414.45**	**63,678.00**	**0.00**
Division: 4173 - ADULT CTR/PICKLEBAL							
130-4173-572-3400	OTHER SERVICES	106,003.00	104,458.44	89,900.00	85,733.91	92,400.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	ALARM MONITORING			0.00	0.00	3,600.00	
2024-2025	CONTRACT MGT OF PICTONA (SR ACTIVITY CENTER)			0.00	0.00	82,800.00	
2024-2025	ELEVATOR MAINTENANCE			0.00	0.00	6,000.00	
130-4173-572-3420	LANDSCAPING SERVICES	26,800.00	26,038.32	33,000.00	24,833.30	33,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	MOWING SERVICES INCLUDING MULCHING			0.00	0.00	33,000.00	
130-4173-572-4301	UTILITY SERVICES	72,168.00	72,167.49	81,280.00	79,753.71	79,520.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	ELECTRIC (12 * 4,200.)			0.00	0.00	50,400.00	
2024-2025	GAS/GAS DISTRIBUTION (12@ 260.)			0.00	0.00	3,120.00	
2024-2025	STORMWATER ANNUAL FEE			0.00	0.00	8,600.00	
2024-2025	WATER/SEWER (12 @ 1,450.)			0.00	0.00	17,400.00	

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Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
130-4173-572-4500	INSURANCE/NON-EMPLOYEE	20,975.00	20,938.28	33,187.00	33,457.53	36,506.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BROWN AND BROWN PACKAGE POLICY			0.00	0.00	36,506.00	
130-4173-572-4601	REPAIRS & MAINTENANCE	13,306.00	12,495.90	7,598.38	2,801.04	5,000.00	0.00
130-4173-572-4800	PROMO.ADVERTISING ACTIV.	500.00	0.00	500.00	0.00	500.00	0.00
130-4173-572-5201	OPERATING SUPPLIES	1,100.00	1,094.50	2,500.00	415.25	1,500.00	0.00
130-4173-572-5210	PARKS & RECREATION	1,924.00	1,923.63	0.00	0.00	0.00	0.00
	Division: 4173 - ADULT CTR/PICKLEBAL Total:	**242,776.00**	**239,116.56**	**247,965.38**	**226,994.74**	**248,426.00**	**0.00**
Division: 5510 - GENERAL ADMINISTRAT							
130-5510-514-3101	PROFESSIONAL SERVICES	26,832.00	16,471.00	37,100.00	5,683.20	56,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	LEGAL SERVICES			0.00	0.00	56,000.00	
130-5510-552-1200	REGULAR SALARIES	53,017.00	53,016.57	56,640.00	61,855.36	83,915.75	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	ECONOMIC DEVELOPMENT DIR			0.75	79,301.00	59,475.75	
2024-2025	PT EVENTS COORDINATOR			1.00	24,440.00	24,440.00	
130-5510-552-1510	INCENTIVE PAY - CELL	500.00	449.99	450.00	403.12	450.00	0.00
130-5510-552-1520	UNIFORM ALLOWANCE	200.00	150.00	150.00	150.00	150.00	0.00
130-5510-552-2100	FICA/MEDICARE TAXES	4,100.00	3,877.54	4,380.00	4,646.35	6,470.00	0.00
130-5510-552-2200	RETIREMENT CONTRIBUTION	6,494.00	6,493.72	7,690.00	8,426.58	11,450.00	0.00
130-5510-552-2300	LIFE & HEALTH INSURANCE	7,589.00	7,149.16	7,330.00	6,529.64	7,370.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	HEALTH INSURANCE & HSA			0.75	9,340.00	7,010.00	
2024-2025	LIFE INSURANCE			0.00	0.00	360.00	
130-5510-552-2400	WORKERS COMP INSURANCE	100.00	51.29	570.00	64.31	810.00	0.00
130-5510-552-3101	PROFESSIONAL SERVICES	133,719.00	38,700.00	132,400.00	92,000.08	5,400.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	ANNUAL AUDIT			0.00	0.00	5,400.00	

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
130-5510-552-3150	LEGAL/OFFICIAL ADVERTISNG	260.00	127.04	200.00	441.25	200.00	0.00
130-5510-552-3420	LANDSCAPING SERVICES	101,000.00	81,099.98	89,000.00	74,208.40	89,000.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	224 RIVERSIDE DR LANDSCAPING	0.00	0.00	2,000.00
2024-2025	FERTILIZATION & PEST CONTROL	0.00	0.00	3,000.00
2024-2025	MISC PLANT REPLACEMENT,IRRGATION REPAIR	0.00	0.00	4,000.00
2024-2025	US1 MEDIAN LANDSCAPING/MAINTENANCE	0.00	0.00	80,000.00

130-5510-552-4001	TRAVEL & PER DIEM	146.00	75.00	1,000.00	0.00	500.00	0.00
130-5510-552-4200	POSTAGE, FRT, EXPRESS	540.00	539.07	358.88	84.81	300.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	INCLUDES SPECIAL EVENT MAILINGS	0.00	0.00	300.00

130-5510-552-4301	UTILITY SERVICES	17,854.00	17,853.96	17,500.00	13,007.39	17,500.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	CRA UTILITIES (ELECTRIC, WATER, SEWER, ETC)	0.00	0.00	17,500.00

130-5510-552-4400	RENTALS & LEASES	700.00	506.64	700.00	456.83	498.48	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	RICHOH COPIER LEASE	12.00	41.54	498.48

130-5510-552-4500	INSURANCE/NON-EMPLOYEE	1,311.00	1,308.64	2,074.00	2,091.10	2,281.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	BROWN & BROWN PACKAGE POLICY	0.00	0.00	2,281.00

130-5510-552-4601	REPAIRS & MAINTENANCE	26,000.00	16,103.13	26,000.00	21,015.21	25,000.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	RIVERSIDE PARK REPAIRS	0.00	0.00	6,000.00
2024-2025	US1 BUS SHELTER REPAIRS/MAINTENANCE	0.00	0.00	10,000.00
2024-2025	US1 MEDIAN TREES	0.00	0.00	9,000.00

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Budget Worksheet

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Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
130-5510-552-4611	MAINTENANCE CONTRACTS	525.00	305.79	600.00	422.63	600.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	COPIER MAINTENANCE @ 25%			0.00	0.00	600.00	
130-5510-552-4650	FLEET CHARGES	75.00	75.00	0.00	0.00	0.00	0.00
130-5510-552-4700	PRINTING & BINDING	100.00	48.80	500.00	193.94	590.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	MISC PRINTING			0.00	0.00	50.00	
2024-2025	RICHOH COPY CHARGE			12.00	45.00	540.00	
130-5510-552-4800	PROMO.ADVERTISING ACTIV.	3,220.00	3,176.12	1,942.74	1,541.12	5,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	ECONOMIC DEVELOPMENT AD LIVABILITY VOLUSIA			0.00	0.00	1,500.00	
2024-2025	OTHER CRA ADVERTISING (PRINT, DIGITAL, VIDEO)			0.00	0.00	3,500.00	
130-5510-552-4810	SPECIAL EVENTS	159,500.00	113,200.37	60,500.00	42,855.38	77,700.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	EASTER EGG HUNT			0.00	0.00	2,700.00	
2024-2025	EVENTS & PROMOTION (12 EVENTS @ 6000.)			0.00	0.00	72,000.00	
2024-2025	NATIONAL NIGHT OUT			0.00	0.00	3,000.00	
130-5510-552-4901	OTHER CHARGES	200.00	175.00	190.00	0.00	0.00	0.00
130-5510-552-4920	TREE REMOVAL	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
130-5510-552-4930	ADMIN SERV FEE ALLOCATION	92,445.00	92,445.00	98,893.00	98,893.00	102,607.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	DIRECT COST ALLOCATION - ADMINISTRATION			1.00	102,607.00	102,607.00	
130-5510-552-5100	OFFICE SUPPLIES	0.00	0.00	200.00	0.00	0.00	0.00
130-5510-552-5201	OPERATING SUPPLIES	299.00	0.00	100.00	150.11	100.00	0.00
130-5510-552-5210	SIGNS & MATERIALS	500.00	321.00	1,000.00	0.00	1,000.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CRA DECORATIVE STREET SIGNAGE REPLACEMENT			0.00	0.00	1,000.00	
130-5510-552-5400	BOOKS/PUBL/SUBSCR/MEMBE...	7,481.00	7,480.50	10,743.00	9,135.80	8,974.80	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	FL DEVELOPMENT ASSOC MEMBERSHIP			0.00	0.00	995.00	
2024-2025	STATE SPECIAL DISTRICT FEE			1.00	175.00	175.00	
2024-2025	TEAM VOLUSIA			0.00	0.00	7,804.80	
130-5510-552-5501	TRAINING & EDUCATION COST	1,405.00	1,404.95	3,000.00	1,427.95	3,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	FL REDEVELOPMENT CONFERENCE			0.00	0.00	1,500.00	
2024-2025	PROFESSIONAL DEVELOPMENT CLASSES (3)			0.00	0.00	1,500.00	
130-5510-552-8201	PROPERTY IMPROVMNT GRAN...	150,000.00	5,472.00	100,000.00	7,180.00	100,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	PROPERTY IMP REIMBURSEMENT GRANTS			0.00	0.00	100,000.00	
Division: 5510 - GENERAL ADMINISTRAT Total:		**799,112.00**	**468,077.26**	**664,211.62**	**452,863.56**	**609,867.03**	**0.00**
Division: 8110 - NON-DEPARTMENTAL							
130-8110-517-7131	PRINCIPAL PAYMENTS / CRA D...	370,000.00	370,000.00	375,000.00	375,000.00	385,000.00	0.00
130-8110-517-7132	CRA DEBT 2013	410,000.00	410,000.00	425,000.00	425,000.00	430,000.00	0.00
130-8110-517-7231	INTEREST EXPENSE	35,518.00	35,517.12	26,344.00	26,343.41	16,984.00	0.00
130-8110-517-7232	CRA DEBT 2013	37,339.00	37,338.25	27,669.00	27,668.76	17,766.00	0.00
130-8110-580-4901	OTHER CHARGES	17,025.00	17,025.00	0.00	0.00	0.00	0.00
130-8110-581-0139	TRANSFER TO CRA CAPITAL	0.00	0.00	1,146,679.90	1,146,679.90	1,172,950.00	0.00
130-8110-581-1001	TRANSFER TO GENERAL FUND	8,580.00	8,580.00	9,923.00	9,923.00	9,915.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	PD FLEET VEHICLE REPAIR &			0.00	0.00	9,915.00	

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

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Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
130-8110-589-9910	CONTINGENCY	753,465.00	0.00	0.00	0.00	0.00	0.00
Division: 8110 - NON-DEPARTMENTAL Total:		**1,631,927.00**	**878,460.37**	**2,010,615.90**	**2,010,615.07**	**2,032,615.00**	**0.00**
Fund: 130 - COMMUNITY REDEVELOPMT Surplus (Deficit):		**0.00**	**1,374,202.25**	**0.00**	**584,972.58**	**0.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

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Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 139 - CRA PROJECTS FUND							
Division: 0000 - UNDESIGNATED							
139-0000-337-7110	ECHO GRANT	270,146.00	270,145.58	0.00	0.00	0.00	0.00
139-0000-381-0130	TRANSFER FRM 130 FUND	0.00	0.00	1,146,679.90	1,146,679.90	1,172,950.00	0.00
139-0000-389-1000	PRIOR YEAR CARRYOVER	3,964,172.00	0.00	2,424,584.03	0.00	0.00	0.00
	Division: 0000 - UNDESIGNATED Total:	**4,234,318.00**	**270,145.58**	**3,571,263.93**	**1,146,679.90**	**1,172,950.00**	**0.00**
Division: 8110 - NON-DEPARTMENTAL							
139-8110-580-3101	PROFESSIONAL SERVICES	1,201,593.60	1,201,593.60	0.00	0.00	0.00	0.00
139-8110-580-3400	OTHER SERVICES	47,817.85	47,817.85	0.00	19,746.62	0.00	0.00
139-8110-580-6300	INFRASTRUCTURE	2,758,747.55	22,384.08	3,571,263.93	26,603.23	1,172,950.00	0.00
139-8110-589-9910	CONTINGENCY	226,159.00	0.00	0.00	0.00	0.00	0.00
	Division: 8110 - NON-DEPARTMENTAL Total:	**4,234,318.00**	**1,271,795.53**	**3,571,263.93**	**46,349.85**	**1,172,950.00**	**0.00**
	Fund: 139 - CRA PROJECTS FUND Surplus (Deficit):	**0.00**	**-1,001,649.95**	**0.00**	**1,100,330.05**	**0.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 301 - CAPITAL PROJECTS							
Division: 0000 - UNDESIGNATED							
301-0000-331-5010	CDBG GRANT	0.00	0.00	94,857.00	0.00	102,966.00	0.00
301-0000-331-5200	FEMA - REIMBURSEMENT	186,101.00	0.00	0.00	0.00	0.00	0.00
301-0000-334-1000	STATE OF FLORIDA / FIRE MAR...	0.00	0.00	1,250,000.00	1,145,479.74	0.00	0.00
301-0000-334-5200	STATE GRANTS / FEMA - HURRI...	10,339.00	0.00	0.00	0.00	0.00	0.00
301-0000-361-1500	INVESTMENT EARNINGS	2,000.00	145,044.01	5,143.00	122,368.20	7,500.00	0.00
301-0000-361-3010	INCR/DECR FAIR VAL-INVEST	0.00	4,142.73	0.00	16,439.73	0.00	0.00
301-0000-381-1001	TRANSFER FRM GENERAL FUND	65,000.00	65,000.00	88,000.00	88,000.00	415,500.00	0.00
301-0000-389-1000	PRIOR YEAR CARRYOVER	5,950,134.00	0.00	4,241,338.39	0.00	0.00	0.00
	Division: 0000 - UNDESIGNATED Total:	**6,213,574.00**	**214,186.74**	**5,679,338.39**	**1,372,287.67**	**525,966.00**	**0.00**
Division: 8110 - NON-DEPARTMENTAL							
301-8110-580-6200	BUILDINGS	3,100,172.00	335,934.39	3,725,804.95	2,454,851.83	60,000.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	AIR CONDITIONER REPLACEMENTS	0.00	0.00	40,000.00
2024-2025	YMCA A/C REPLACEMENT	0.00	0.00	20,000.00

301-8110-580-6300	INFRASTRUCTURE	2,578,365.00	786,820.91	1,769,712.36	266,020.43	313,000.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	CITY HALL ELECTRIC (LAWN CENTER)	1.00	25,000.00	25,000.00
2024-2025	CITY HALL PARKING LOT RESURFACING	1.00	175,000.00	175,000.00
2024-2025	CITY HALL VINYL FLOORING	1.00	35,000.00	35,000.00
2024-2025	PUBLIC WORKS ADMIN FLOORING	1.00	35,000.00	35,000.00
2024-2025	PW Western Fence	0.00	0.00	28,000.00
2024-2025	TENNIS COURT RESURFACING - YMCA	1.00	15,000.00	15,000.00

301-8110-580-6400	MACHINERY & EQUIPMENT	480,809.00	336,307.35	183,821.08	65,422.11	152,966.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	7TH STREET PARK	1.00	102,966.00	102,966.00
2024-2025	A/C MACHINE FOR FLEET	1.00	8,000.00	8,000.00
2024-2025	SUNRISE PARK N, DOG PARK DOORS & FRAMES	1.00	42,000.00	42,000.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
301-8110-589-9910	CONTINGENCY	54,228.00	0.00	0.00	0.00	0.00	0.00
	Division: 8110 - NON-DEPARTMENTAL Total:	**6,213,574.00**	**1,459,062.65**	**5,679,338.39**	**2,786,294.37**	**525,966.00**	**0.00**
	Fund: 301 - CAPITAL PROJECTS Surplus (Deficit):	**0.00**	**-1,244,875.91**	**0.00**	**-1,414,006.70**	**0.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 400 - WATER & SEWER FUND							
Division: 0000 - UNDESIGNATED							
400-0000-331-2700	ARPA GRANT	0.00	282,432.04	0.00	0.00	0.00	0.00
400-0000-341-0460	STORMWATER- INTERNAL CHA...	49,943.00	49,943.00	48,459.00	48,459.00	50,683.00	0.00
400-0000-341-0495	SOLID WASTE - INTERNAL CHA...	12,486.00	12,486.00	48,459.00	48,459.00	50,683.00	0.00
400-0000-341-1001	GENERAL FUND - INTERNAL CHG	24,972.00	24,972.00	38,767.00	38,767.00	40,546.00	0.00
400-0000-343-3007	WATER CHARGES	3,696,795.00	3,608,480.55	3,930,119.00	3,102,846.93	3,960,747.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	2% INCREASE			1.00	3,960,747.00	-3,960,747.00	
400-0000-343-3092	WATER METER CONNECTION	3,500.00	8,510.00	3,500.00	32,279.42	26,000.00	0.00
400-0000-343-3093	WATER SERVICE CHARGES	21,000.00	0.00	0.00	0.00	0.00	0.00
400-0000-343-3094	WATER CUT-OFF CHARGES	73,000.00	0.00	0.00	0.00	0.00	0.00
400-0000-343-3095	WATER HYDRANT RENTAL	14,000.00	14,292.00	14,112.00	13,116.00	14,112.00	0.00
400-0000-343-5057	SEWER/WASTEWATER UTILITY /..	3,744,261.00	3,870,721.03	3,998,335.00	3,202,448.15	4,246,956.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	4% RATE INCREASE			1.00	4,246,956.00	-4,246,956.00	
400-0000-343-5070	SEWER, REUSE	0.00	3,900.00	0.00	3,000.00	0.00	0.00
400-0000-343-5072	SEWER, REUSE, COMMERCIAL	3,000.00	0.00	0.00	0.00	0.00	0.00
400-0000-343-5097	SEWER CONNECTION	0.00	600.00	0.00	6,277.54	0.00	0.00
400-0000-361-1000	INTEREST & OTHER EARNINGS	380.00	13,123.04	1,500.00	40,469.83	6,320.00	0.00
400-0000-361-1500	INVESTMENT EARNINGS	17,900.00	299,025.01	50,000.00	181,163.20	70,000.00	0.00
400-0000-361-3010	INCR/DECR FAIR VAL-INVEST	0.00	8,687.66	0.00	23,225.58	0.00	0.00
400-0000-362-2110	T-MOBILE LEASE	34,980.00	9,051.06	20,000.00	0.00	0.00	0.00
400-0000-364-4100	DISPOS. OF FIXED ASSETS	0.00	-85,121.37	0.00	2,440.00	0.00	0.00
400-0000-365-1000	SALE OF SURPLUS MATERIALS	0.00	2,564.14	0.00	1,216.30	0.00	0.00
400-0000-369-3000	SETTLEMENTS	0.00	106,255.29	78,601.20	97,106.83	0.00	0.00
400-0000-369-3030	INSURANCE	0.00	0.00	0.00	975.90	0.00	0.00
400-0000-369-4000	PENALTY REVENUES	0.00	0.00	0.00	-120.00	0.00	0.00
400-0000-369-7000	PENALTY REVENUES	220,000.00	324,826.43	230,177.00	274,144.84	255,000.00	0.00
400-0000-369-9000	MISC REVENUES	5,000.00	6,001.64	2,500.00	6,569.00	2,500.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
400-0000-381-0407	TRANS FRM R&R FUND	0.00	3,085,919.47	3,518,012.00	3,518,012.00	0.00	0.00
400-0000-381-0460	TRANSFER FRM STORMWATER	30,414.00	30,414.00	28,722.00	28,722.00	30,414.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	VACCOM TRUCK - 50%	1.00	-30,414.00	-30,414.00

400-0000-381-1001	TRANSFER FRM GEN FUND	0.00	92,462.05	0.00	0.00	0.00	0.00
400-0000-389-1000	PRIOR YEAR CARRYOVER	10,524,942.00	0.00	6,092,958.00	0.00	0.00	0.00
	Division: 0000 - UNDESIGNATED Total:	**18,476,573.00**	**11,769,545.04**	**18,104,221.20**	**10,669,578.52**	**8,753,961.00**	**0.00**
Division: 3001 - WATER & SEWER ADMIN							
400-3001-536-1200	REGULAR SALARIES	186,296.00	186,295.92	264,554.00	238,579.34	281,323.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	ADMINISTRATIVE ASSISTANT	1.00	0.00	0.00
2024-2025	DEPUTY DIRECTOR	1.00	0.00	0.00
2024-2025	PUBLIC WORKS DIRECTOR	1.00	0.00	0.00
2024-2025	PW ADMINISTRATION REGULAR SALARIES & WAGES TOTAL	0.00	0.00	281,323.00

400-3001-536-1400	OVERTIME	1,565.00	1,564.45	1,205.00	423.40	545.00	0.00
400-3001-536-1510	INCENTIVE PAY / CELL PHONE A...	763.00	762.50	1,200.00	1,075.00	1,200.00	0.00
400-3001-536-1520	UNIFORM ALLOWANCE	400.00	400.00	600.00	600.00	600.00	0.00
400-3001-536-1530	BOOT ALLOWANCE	0.00	0.00	120.00	120.00	175.00	0.00
400-3001-536-2100	FICA/MEDICARE TAXES	13,640.00	13,639.95	20,490.00	17,637.27	21,740.00	0.00
400-3001-536-2200	RETIREMENT CONTRIBUTION	34,950.00	34,949.97	49,280.00	44,298.35	52,330.00	0.00
400-3001-536-2300	LIFE & HEALTH INSURANCE	23,000.00	21,703.69	29,340.00	25,851.50	29,120.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	HEALTH INSURANCE	3.00	9,340.00	28,020.00
2024-2025	LIFE INSURANCE	0.00	0.00	1,100.00

400-3001-536-2400	WORKERS COMP INSURANCE	2,896.00	2,895.53	7,800.00	5,772.20	2,690.00	0.00
400-3001-536-4001	TRAVEL & PER DIEM	500.00	0.00	600.00	0.00	600.00	0.00
400-3001-536-4200	POSTAGE, FRT, EXPRESS	100.00	18.40	100.00	1.35	50.00	0.00
400-3001-536-4400	RENTALS & LEASES	700.00	424.71	700.00	456.94	504.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	RICHOH COPIER LEASE			12.00	42.00	504.00	
400-3001-536-4500	INSURANCE/NON-EMPLOYEE	3,959.00	3,951.92	6,037.00	6,086.40	6,641.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BROWN & BROWN PACKAGE POLICY			0.00	0.00	6,641.00	
400-3001-536-4601	REPAIRS & MAINTENANCE	0.00	0.00	0.00	128.95	200.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	RADIO REPAIRS			1.00	200.00	200.00	
400-3001-536-4611	MAINTENANCE CONTRACTS	500.00	146.22	500.00	50.91	500.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	PW COPIER MAINTENANCE			0.00	0.00	500.00	
400-3001-536-4650	FLEET CHARGES	2,351.00	2,350.96	1,200.00	1,784.54	1,200.00	0.00
400-3001-536-4700	PRINTING & BINDING	53.00	52.25	0.00	410.84	240.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	RICHOH COPY CHARGES			12.00	20.00	240.00	
400-3001-536-5100	OFFICE SUPPLIES	1,500.00	1,129.67	1,000.00	1,441.42	1,500.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	FACILITIES DIVISION			0.00	0.00	300.00	
2024-2025	PW ADMINISTRATION			0.00	0.00	800.00	
2024-2025	STREETS DIVISION			0.00	0.00	400.00	
400-3001-536-5201	OPERATING SUPPLIES	282.80	282.80	200.00	140.70	200.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	SAFETY VESTS, RAIN GEAR, BOOTS, ETC.			0.00	0.00	200.00	
400-3001-536-5250	FUEL & OIL SUPPLIES	4,400.00	3,666.66	4,000.00	1,468.75	3,000.00	0.00
400-3001-536-5400	BOOKS/PUBL/SUBSCR/MEMBE...	448.20	411.75	450.00	0.00	450.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	AMERICAN SOCIETY OF CIVIL ENGINEERS			0.00	0.00	350.00	
2024-2025	PE LICENSE RENEWAL			0.00	0.00	100.00	
400-3001-536-5501	TRAINING & EDUCATION COST	430.00	430.00	625.00	1,013.88	625.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	ASCE SEMINAR			0.00	0.00	500.00	
2024-2025	PROFESSIONAL ENGINEERING CONTINUING EDUCATION			0.00	0.00	125.00	
400-3001-536-5920	DEPRECIATION EXPENSE	0.00	24,840.00	0.00	0.00	0.00	0.00
Division: 3001 - WATER & SEWER ADMIN Total:		**278,734.00**	**299,917.35**	**390,001.00**	**347,341.74**	**405,433.00**	**0.00**
Division: 3010 - WATER UTILITY							
400-3010-533-1200	REGULAR SALARIES & WAGE	531,193.00	531,192.21	586,536.00	489,539.00	595,439.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CHIEF WATER PLANT OPERATOR			1.00	0.00	0.00	
2024-2025	PW PROJECT MANAGER (.35)			1.00	0.00	0.00	
2024-2025	UTILITIES MAINTENANCE WORKER II			1.00	0.00	0.00	
2024-2025	UTILITIES MAINTENANCE WORKER II			1.00	0.00	0.00	
2024-2025	UTILITIES MAINTENANCE WORKER II			0.50	0.00	0.00	
2024-2025	UTILITIES MAINTENANCE WORKER III			0.50	0.00	0.00	
2024-2025	WATER DISTRIBUTION SYSTEM OPERATOR TRAINEE			1.00	0.00	0.00	
2024-2025	WATER DISTRIBUTION SYSTEM OPERATOR TRAINEE			1.00	0.00	0.00	
2024-2025	WATER PLANT OPERATOR C			1.00	0.00	0.00	
2024-2025	WATER PLANT OPERATOR C			1.00	0.00	0.00	
2024-2025	WATER PLANT OPERATOR I C			1.00	0.00	0.00	
2024-2025	WATER PLANT OPERATOR II B			1.00	0.00	0.00	
2024-2025	WATER PLANT OPERATOR III A			1.00	0.00	0.00	
2024-2025	WATER REGULAR SALARIES & WAGES			0.00	0.00	595,439.00	
400-3010-533-1300	OTHER SALARIES & WAGES	21,276.00	21,275.04	22,558.00	21,502.52	24,638.00	0.00
400-3010-533-1400	OVERTIME	35,140.00	35,139.90	22,484.00	28,097.75	22,055.00	0.00
400-3010-533-1510	INCENTIVE PAY - CELL & AUTO	692.00	691.88	1,230.00	681.25	1,530.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	AUTO			1.00	420.00	420.00	
2024-2025	CELL ALLOW			0.00	0.00	1,110.00	
400-3010-533-1520	UNIFORM ALLOWANCE	100.00	30.00	70.00	0.00	70.00	0.00
400-3010-533-1530	BOOT ALLOWANCE	1,500.00	1,338.00	1,380.00	1,560.00	1,899.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BOOT ALLOWANCE - 3 STAFF			10.85	175.00	1,899.00	
400-3010-533-2100	FICA/MEDICARE TAXES	44,560.00	44,559.10	48,600.00	40,800.74	49,460.00	0.00
400-3010-533-2200	RETIREMENT CONTRIBUTION	76,859.00	216,907.55	85,170.00	77,694.74	86,990.00	0.00
400-3010-533-2300	LIFE & HEALTH INSURANCE	88,000.00	87,809.47	109,590.00	76,447.86	108,500.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	HEALTH INSURANCE			11.35	9,340.00	106,010.00	
2024-2025	LIFE INSURANCE			0.00	0.00	2,490.00	
400-3010-533-2400	WORKERS COMP INSURANCE	9,500.00	8,311.77	10,690.00	8,170.84	9,850.00	0.00
400-3010-533-3101	PROFESSIONAL SERVICES	39,024.00	32,201.39	71,550.00	47,897.28	57,900.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	ANNUAL HOIST INSPECTION & CERTIFICATION @ 50%			0.00	0.00	1,500.00	
2024-2025	BACKFLOW INSPECTIONS/CERTIFICATIONS			0.00	0.00	5,000.00	
2024-2025	CERTIFIED THERMOMETER CALIBRATIONS @ 50%			0.00	0.00	600.00	
2024-2025	DOH LAB CERTIFICATION FEE @ 50%			0.00	0.00	800.00	
2024-2025	HACH REGULATORY QUARTERLY CALIBRATIONS @ 50%			0.00	0.00	6,600.00	
2024-2025	LAB ANALYSES AND MONITORING			0.00	0.00	19,300.00	
2024-2025	LAB PROFICIENCY TESTING @ 50%			0.00	0.00	3,000.00	
2024-2025	LAB THIRD PARTY INSPECTION @ 50%			0.00	0.00	2,500.00	
2024-2025	MISCELLANEOUS ENGINEERING SERVICES			0.00	0.00	2,000.00	
2024-2025	OPERATIONS LICENSING & CERTIFICATIONS			0.00	0.00	12,900.00	
2024-2025	RISK MANAGEMENT COMPLIANCE @ 50%			0.00	0.00	3,600.00	
2024-2025	RISK MANAGEMENT PLAN REGISTRATION @ 50%			0.00	0.00	100.00	

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
400-3010-533-3150	LEGAL.OFFICIAL ADVERTISNG	2,000.00	1,001.32	2,000.00	781.24	1,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	NEWSPAPER ADS, ETC.			0.00	0.00	1,000.00	
400-3010-533-3400	OTHER SERVICES	117,466.00	79,781.78	114,800.00	70,674.39	133,600.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BEACON FIXED NETWORK 850 MO X 12			12.00	850.00	10,200.00	
2024-2025	COLLECTION FEES			0.00	0.00	1,100.00	
2024-2025	ORION CELLULAR LTE METER TRANSPONDER 1500 MO X 12			0.00	0.00	18,000.00	
2024-2025	ORION GATEWAY BACKHAUL CHARGES 300 PER QTR			0.00	0.00	1,500.00	
2024-2025	READ CENTER ANALYTICS SOFTWARE			0.00	0.00	2,800.00	
2024-2025	SLUDGE HAULING AND LAP APP @ 50%			0.00	0.00	100,000.00	
400-3010-533-4001	TRAVEL & PER DIEM	300.00	60.00	200.00	142.02	300.00	0.00
400-3010-533-4200	POSTAGE, FRT, EXPRESS	182.00	181.75	100.00	34.49	100.00	0.00
400-3010-533-4301	UTILITY SERVICES	200,000.00	190,524.05	200,000.00	176,219.93	200,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	FPL EST 15% INCREASE DUE TO FUEL COSTS			0.00	0.00	197,348.00	
2024-2025	TECO AVERAGE $75MO WITH 15% INCREASE			0.00	0.00	1,320.00	
2024-2025	WATER AVERAGE WITH 5.5% INCREASE			0.00	0.00	1,332.00	
400-3010-533-4400	RENTALS & LEASES	2,300.00	1,722.03	2,500.00	1,656.94	2,304.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	AMMONIA TANK LEASE			0.00	0.00	1,200.00	
2024-2025	MISC EQUIPMENT RENTALS			0.00	0.00	600.00	
2024-2025	RICHOH COPIER RENTAL			12.00	42.00	504.00	
400-3010-533-4500	INSURANCE/NON-EMPLOYEE	24,138.00	24,137.10	36,718.00	36,894.45	40,390.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	PROPERTY & LIABILITY			0.00	0.00	39,290.00	
2024-2025	STORAGE TANK AND POLLUTION			0.00	0.00	1,100.00	

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
400-3010-533-4601	REPAIRS & MAINTENANCE	153,300.00	141,160.69	179,728.40	157,028.38	150,600.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	A/C MAINTENANCE @ WATER PLANT	0.00	0.00	1,500.00
2024-2025	BACKFLOW PREVENTER MAINTENANCE	0.00	0.00	3,000.00
2024-2025	CHEMICAL CONTROLS	0.00	0.00	6,400.00
2024-2025	DISTRIBUTION SYSTEM MAINTENANCE	0.00	0.00	75,000.00
2024-2025	FEC BLANKET UTILITY CROSSING	0.00	0.00	3,900.00
2024-2025	LIME SOFTENING CLEANING	0.00	0.00	15,000.00
2024-2025	TRIMBLE RANGER CE SERVICE RENEWAL	0.00	0.00	600.00
2024-2025	WATER METER TESTER CALIBRATION	0.00	0.00	200.00
2024-2025	WATER PLANT & WELL REPAIRS (ELECTRIC, PUMPS, ETC.)	0.00	0.00	45,000.00

400-3010-533-4611	MAINTENANCE CONTRACTS	39,686.00	13,699.50	39,800.00	17,594.92	40,500.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	ELEVATED STORAGE TANK MAINTENANCE CONTRACT	0.00	0.00	16,000.00
2024-2025	MISC MAINTENANCE CONTRACTS	0.00	0.00	2,500.00
2024-2025	RADIO SYSTEM MAINTENANCE	0.00	0.00	1,000.00
2024-2025	SCADA SYSTEM ANNUAL MAINTENANCE FEE	0.00	0.00	21,000.00

400-3010-533-4650	FLEET CHARGES	15,000.00	9,255.06	15,000.00	8,555.18	12,000.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	MISC WATER VEHICLE/GENERATOR MAINTENANCE	0.00	0.00	12,000.00

400-3010-533-4660	SMALL EQ REPAIR & MAINT	1,500.00	64.24	1,500.00	790.23	1,500.00	0.00
400-3010-533-4670	GENERATOR REPAIR & MAIN	2,000.00	302.57	2,000.00	353.56	2,000.00	0.00
400-3010-533-4700	PRINTING & BINDING	1,523.00	1,522.04	1,100.00	1,359.84	1,180.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	ANNUAL CCR REPORT	0.00	0.00	200.00
2024-2025	CUSTOMER NOTICE DOOR HANGERS	0.00	0.00	700.00
2024-2025	FREE CHLORINE BURN NOTICE	0.00	0.00	100.00
2024-2025	RICHOH COPY CHARGES	12.00	15.00	180.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
400-3010-533-4930	ADMIN SERV FEE ALLOCATION	578,118.00	578,118.00	592,703.00	592,703.00	626,323.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	DIRECT COST - FACILITIES	1.00	97,751.00	97,751.00
2024-2025	DIRECT COST - FLEET	1.00	39,775.00	39,775.00
2024-2025	DIRECT COST ALLOCATION - ADMINISTRATION	1.00	488,797.00	488,797.00

400-3010-533-4959	BAD DEBT EXPENSE	25,000.00	27,565.43	25,000.00	0.00	25,000.00	0.00
400-3010-533-5100	OFFICE SUPPLIES	884.00	883.91	1,100.00	1,054.74	1,500.00	0.00
400-3010-533-5201	OPERATING SUPPLIES	444,737.00	339,058.32	475,932.00	295,996.35	485,250.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	AQUA GOLD	0.00	0.00	45,000.00
2024-2025	CELLULAR RETROFITS TO EXISTING BADGER METERS	0.00	0.00	20,000.00
2024-2025	DISTILLED WATER @ 50%	0.00	0.00	750.00
2024-2025	FLUORIDE	0.00	0.00	6,000.00
2024-2025	HIGH CALCIUM QUICK LIME	0.00	0.00	164,000.00
2024-2025	LAB SUPPLIES	0.00	0.00	12,000.00
2024-2025	LIQUID ANHYDROUS AMMONIA	0.00	0.00	10,000.00
2024-2025	LIQUID CARBON DIOXIDE	0.00	0.00	56,000.00
2024-2025	LIQUID CHLORINE @ 50%	0.00	0.00	90,000.00
2024-2025	MISCELLANEOUS SUPPLIES	0.00	0.00	7,500.00
2024-2025	POLYMER	0.00	0.00	3,000.00
2024-2025	SAFETY GEAR, RAIN GEAR, ETC	0.00	0.00	2,500.00
2024-2025	WATER DISTRIBUTION [PARTS, FITTINGS, VALVES	0.00	0.00	40,000.00
2024-2025	WATER METER BOXES, TRANSPONDERS, PARTS	0.00	0.00	25,000.00
2024-2025	WTP INSTITUTIONAL SUPPLIES (CLEANING)	0.00	0.00	3,500.00

400-3010-533-5204	SMALL TOOLS & EQUIPMENT	2,032.00	2,031.51	500.00	2,129.38	800.00	0.00
400-3010-533-5219	UNIFORM EXPENSE	3,956.00	3,421.24	2,500.00	1,866.25	2,800.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	UNFORM REPAIRS (ESTIMATED)	0.00	0.00	200.00
2024-2025	UNIFORMS - $130 EST EXP X 1 X 30%	0.00	0.00	100.00
2024-2025	UNIFORMS - $200 EST EXP X 12	0.00	0.00	2,400.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
2024-2025	UNIFORMS - $250 EST EXP X 1 X 33			0.00	0.00	100.00	
400-3010-533-5250	FUEL & OIL SUPPLIES	39,623.00	3,917.28	30,000.00	8,441.49	20,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	ALL WATER VEHICLES (UB, PLANT, GENERATORS)			0.00	0.00	20,000.00	
400-3010-533-5264	MACH/EQUIP CAPITAL-LIKE	16,956.00	0.00	0.00	0.00	0.00	0.00
400-3010-533-5400	BOOKS/PUBL/SUBSCR/MEMBE...	2,526.00	2,525.53	1,700.00	1,929.06	2,100.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BSI ONLINE SUBSCRIPTION			0.00	0.00	500.00	
2024-2025	FLORIDA RURAL WATER ASSOCIATION MEMBERSHIP			0.00	0.00	600.00	
2024-2025	FW&PCOA MEMBERSHIP (10 @ $30)			0.00	0.00	300.00	
2024-2025	SUNSHINE STATE ONE CALL $2,054.28 @ 33%			0.00	0.00	700.00	
400-3010-533-5501	TRAINING & EDUCATION COST	3,700.00	1,130.00	3,400.00	290.00	2,800.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	DIST CERTIFICATION @ CEU PROGRAMS (3 OPERATORS)			0.00	0.00	700.00	
2024-2025	MOT CERTIFICATIONS 1 @ $400			0.00	0.00	400.00	
2024-2025	OTHER MISC TRAINING COURSES/SEMINARS			0.00	0.00	500.00	
2024-2025	PLANT OPERATOR CERT CEU PROGRAMS			0.00	0.00	1,200.00	
Division: 3010 - WATER UTILITY Total:		**2,524,771.00**	**2,401,519.66**	**2,688,139.40**	**2,168,887.82**	**2,710,378.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Division: 3020 - SEWER SERVICES							
400-3020-535-1200	REGULAR SALARIES & WAGE	616,654.00	616,653.19	617,914.00	555,155.16	640,986.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	CHIEF WASTEWATER PLANT OPERATOR	1.00	0.00	0.00
2024-2025	PW PROJECT MANAGER	1.00	0.00	0.00
2024-2025	UTILITIES MAINT WORKER II	1.00	0.00	0.00
2024-2025	UTILITIES MAINT WORKER II	0.50	0.00	0.00
2024-2025	UTILITIES MAINT WORKER II	1.00	0.00	0.00
2024-2025	UTILITIES MAINT WORKER III	0.50	0.00	0.00
2024-2025	UTILITIES MAINT WORKER III	1.00	0.00	0.00
2024-2025	UTILITIES MAINT WORKER III	1.00	0.00	0.00
2024-2025	WASTEWATER PLANT OPERATOR C	1.00	0.00	0.00
2024-2025	WASTEWATER PLANT OPERATOR I C	1.00	0.00	0.00
2024-2025	WASTEWATER PLANT OPERATOR I C	2.00	0.00	0.00
2024-2025	WASTEWATER PLANT OPERATOR I C	1.00	0.00	0.00
2024-2025	WASTEWATER PLANT OPERATOR I C	1.00	0.00	0.00
2024-2025	WASTEWATER REGULAR SALARIES & WAGES TOTAL	0.00	0.00	640,986.00

400-3020-535-1300	OTHER SALARIES & WAGES	20,000.00	18,719.15	19,718.00	22,648.43	26,728.00	0.00
400-3020-535-1400	OVERTIME	54,519.00	54,518.51	61,460.00	50,439.20	57,949.00	0.00
400-3020-535-1510	INCENTIVE PAY - CELL & AUTO	700.00	635.63	1,230.00	537.50	1,230.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	AUTO	1.00	420.00	420.00
2024-2025	CELL	1.00	810.00	810.00

400-3020-535-1520	UNIFORM ALLOWANCE	100.00	30.00	70.00	0.00	70.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	CLOTHING ALLOWANCE - PW Project Mgr	0.00	0.00	70.00

400-3020-535-1530	BOOT ALLOWANCE	1,600.00	1,578.00	1,482.00	1,500.00	2,161.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	BOOT - PW PROJECT MGR	0.00	0.00	61.00
2024-2025	BOOT - SEWER DEPT	12.00	175.00	2,100.00

400-3020-535-2100	FICA/MEDICARE TAXES	51,154.00	51,153.32	53,780.00	47,066.49	55,880.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
400-3020-535-2200	RETIREMENT CONTRIBUTION	88,109.00	228,157.69	94,950.00	85,325.71	98,960.00	0.00
400-3020-535-2300	LIFE & HEALTH INSURANCE	111,160.00	110,099.93	119,210.00	98,814.89	118,150.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	HEALTH INSURANCE	12.35	9,340.00	115,350.00
2024-2025	LIFE INSURANCE	0.00	0.00	2,800.00

400-3020-535-2400	WORKERS COMP INSURANCE	10,569.00	10,568.57	10,690.00	10,409.90	10,030.00	0.00
400-3020-535-3101	PROFESSIONAL SERVICES	146,269.00	65,851.41	109,895.60	61,982.15	104,300.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	ANNUAL CONTINUOUS METER CALIBRATIONS - CFC	0.00	0.00	2,100.00
2024-2025	ANNUAL HOIST INSPECTIONS&CERTIFICATIONS @50%	0.00	0.00	1,500.00
2024-2025	ANNUAL METTLER BALANCE	0.00	0.00	700.00
2024-2025	BIO-ASSAY	0.00	0.00	14,000.00
2024-2025	CERT THERMOMETER CALIBRATIONS @ 50%	0.00	0.00	600.00
2024-2025	CRYPTOSPORIDIUM/GIARDIA (SEMI ANNUAL)	0.00	0.00	2,500.00
2024-2025	DOH LAB CERTIFICATION FEE @ 50%	0.00	0.00	800.00
2024-2025	ENVIRONMENTAL IMPACT TESTING FEES	0.00	0.00	4,000.00
2024-2025	EXPANDED/MISC TESTING REQUIREMENT	0.00	0.00	6,600.00
2024-2025	HACH REGULATORY QUARTERLY CALIBRATIONS @ 50%	0.00	0.00	6,600.00
2024-2025	INDUSTRIAL PRETREATMENT	0.00	0.00	3,500.00
2024-2025	LAB PROFICIENCY TESTING @ 50%	0.00	0.00	3,000.00
2024-2025	LAB THIRD PARTY INSPECTION	0.00	0.00	2,500.00
2024-2025	NPDES PERMIT MODIFICATION	0.00	0.00	15,000.00
2024-2025	NPDES WW ANNUAL REGULATORY PROGRAM	0.00	0.00	6,000.00
2024-2025	PRIORITY POLLUTANT	0.00	0.00	6,600.00
2024-2025	RECLAIMED/EFFLUENT WATER ANALYSIS	0.00	0.00	5,500.00
2024-2025	RISK MANAGEMENT PLAN COMPLIANCE @ 50%	0.00	0.00	3,600.00
2024-2025	RISK MANAGEMENT PLAN REGISTRATION @ 50%	0.00	0.00	100.00
2024-2025	SEWER PLAN REVIEW - M&H	0.00	0.00	2,000.00
2024-2025	SLUDGE ANALYSIS	0.00	0.00	6,600.00
2024-2025	WEEKLY ANALYSIS AND MONITORING	0.00	0.00	5,500.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
2024-2025	WELL MONITORING			0.00	0.00	2,000.00	
2024-2025	ZINC AND NICKEL TESTING			0.00	0.00	3,000.00	
400-3020-535-3150	LEGAL/OFFICIAL ADVERTISNG	2,500.00	0.00	1,500.00	1,594.22	1,500.00	0.00
400-3020-535-3400	OTHER SERVICES	112,500.00	51,818.27	92,685.00	61,836.83	101,100.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	COLLECTIONS FEES (EST) $3,300 @ 33%			0.00	0.00	1,100.00	
2024-2025	SLUDGE HAULING AND LAND APP @ 50%			0.00	0.00	100,000.00	
400-3020-535-4001	TRAVEL & PER DIEM	500.00	90.00	500.00	0.00	400.00	0.00
400-3020-535-4200	POSTAGE, FRT, EXPRESS	1,500.00	308.60	1,500.00	453.36	1,500.00	0.00
400-3020-535-4301	UTILITY SERVICES	169,622.00	166,447.82	172,022.00	159,366.29	172,022.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	FPL			0.00	0.00	168,000.00	
2024-2025	GAS			0.00	0.00	2,750.00	
2024-2025	WATER			0.00	0.00	1,272.00	
400-3020-535-4400	RENTALS & LEASES	3,000.00	521.97	3,000.00	456.92	2,804.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	MISC EQUIPMENT RENTALS			0.00	0.00	2,300.00	
2024-2025	RICHO COPIER LEASE			12.00	42.00	504.00	
400-3020-535-4500	INSURANCE/NON-EMPLOYEE	25,708.00	25,707.46	40,220.00	40,424.01	44,242.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	PROPERTY & LIABILITY			0.00	0.00	43,142.00	
2024-2025	STORAGE TANK AND POLLUTION			0.00	0.00	1,100.00	
400-3020-535-4601	REPAIRS & MAINTENANCE	437,291.00	288,683.96	525,240.74	399,033.23	497,200.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CHEMICAL CONTROLS @ 50%			0.00	0.00	6,400.00	
2024-2025	ELECTRICAL REPAIRS			0.00	0.00	40,000.00	
2024-2025	EMERGENCY SEWER AND FORCE MAIN REPAIRS			0.00	0.00	150,000.00	
2024-2025	HACH SVCS (INFLUENT, EFFLUENT, BIOASSAYS)			0.00	0.00	3,000.00	

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
2024-2025	HIGH MAST LIGHTING - REPAIR/MAINTENANCE			0.00	0.00	15,000.00	
2024-2025	INSTRUMENTATION MAINTENANCE			0.00	0.00	6,600.00	
2024-2025	LIFT STATION GENERAL MAINTENANCE			0.00	0.00	50,600.00	
2024-2025	OTHER MISC. PUMP REPAIRS			0.00	0.00	38,500.00	
2024-2025	OTHER MISC. REPAIRS			0.00	0.00	48,000.00	
2024-2025	REPL PARTS FOR CHEMICAL FEED PUMP			0.00	0.00	6,000.00	
2024-2025	REPL PARTS FOR INFLUENT/EFFLUENT PUMPS			0.00	0.00	6,000.00	
2024-2025	REPL PARTS FOR POLYMER FEED EQUIPMENT			0.00	0.00	3,000.00	
2024-2025	REPL PARTS FOR VULCAN STEP SCREENS			0.00	0.00	10,000.00	
2024-2025	REPLACEMENT BEARINGS FOR BTU#1 AND #2			0.00	0.00	12,000.00	
2024-2025	REPLACEMENT PARTS FOR DAF UNIT			0.00	0.00	5,500.00	
2024-2025	SERVICE - DISC FILTERS: PUMPS AND HARDWARE			0.00	0.00	5,000.00	
2024-2025	SERVICE FOR BTU MOTORS			0.00	0.00	5,000.00	
2024-2025	SERVICE FOR DISC FLOW SLUDGE PUMP			0.00	0.00	9,000.00	
2024-2025	SERVICE FOR RECLAIM PUMPS			0.00	0.00	20,000.00	
2024-2025	SEWER, MANHOLES, CLEANOUTS, ETC.			0.00	0.00	50,600.00	
2024-2025	SURGE PROTECTORS FOR MCC #1, #2, #3			0.00	0.00	7,000.00	
400-3020-535-4611	MAINTENANCE CONTRACTS	75,900.00	899.13	76,900.00	51,981.68	78,900.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	COPIER AND PRINTER MAINTENANCE CONTRACT			0.00	0.00	900.00	
2024-2025	SCADA SYSTEM ANNUAL MAINTENANCE FEE			0.00	0.00	78,000.00	
400-3020-535-4650	FLEET CHARGES	21,990.00	11,551.45	15,000.00	6,819.13	12,000.00	0.00
400-3020-535-4660	SMALL EQ REPAIR & MAINT	513.00	512.20	700.00	394.87	1,000.00	0.00
400-3020-535-4670	GENERATOR REPAIR & MAIN	15,000.00	9,789.33	19,295.00	15,485.11	26,295.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	FACTORY PREVENTATIVE MAINTENANCE (EVERY 4 YEARS)			0.00	0.00	7,000.00	
2024-2025	GENERATOR REPAIR AND MAINTENANCE			0.00	0.00	19,295.00	
400-3020-535-4700	PRINTING & BINDING	400.00	322.78	500.00	442.44	580.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	MISC PRINTING			1.00	400.00	400.00	
2024-2025	RICHOH COPY CHARGES			12.00	15.00	180.00	
400-3020-535-4930	ADMIN SERV FEE ALLOCATION	610,325.00	610,325.00	602,933.00	602,933.00	636,377.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	DIRECT COST - FACILITIES			1.00	97,751.00	97,751.00	
2024-2025	DIRECT COST - FLEET			1.00	46,404.00	46,404.00	
2024-2025	DIRECT COST ALLOCATION - ADMINISTRATION			1.00	492,222.00	492,222.00	
400-3020-535-4959	BAD DEBT EXPENSE	25,000.00	27,565.43	25,000.00	0.00	25,000.00	0.00
400-3020-535-5100	OFFICE SUPPLIES	1,067.00	1,066.27	450.00	254.26	450.00	0.00
400-3020-535-5201	OPERATING SUPPLIES	441,129.00	280,983.58	486,208.50	227,203.30	539,759.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BUILDING MATERIALS (REPAIR, PAINT,			0.00	0.00	5,400.00	
2024-2025	DISTILLED WATER @ 50%			0.00	0.00	750.00	
2024-2025	GRANULAR CHLORINE			0.00	0.00	5,000.00	
2024-2025	HARDY DIAGNOSTIC WATER			0.00	0.00	3,000.00	
2024-2025	LIQUID ALUMINUM SULFATE			0.00	0.00	64,500.00	
2024-2025	LIQUID CHLORINE @ 50%			0.00	0.00	99,600.00	
2024-2025	MICROC GLYCERIN			0.00	0.00	134,585.00	
2024-2025	MISC LABORATORY SUPPLIES			0.00	0.00	16,000.00	
2024-2025	MISC WWTP PROCESS CONTROL SUPPLIES			0.00	0.00	16,000.00	
2024-2025	PERSONAL PROTECTIVE EQUIPMENT			0.00	0.00	1,000.00	
2024-2025	POLYMER (D.A.F. UNIT)			0.00	0.00	47,226.00	
2024-2025	POLYMER (S.H.B. PRESSES)			0.00	0.00	53,498.00	
2024-2025	SULFUR DIOXIDE			0.00	0.00	52,800.00	
2024-2025	SWR COLLECTIONS, PARTS			0.00	0.00	35,000.00	
2024-2025	WWTF SUPPLIES (BULBS, SOAP, MOPS, ETC.)			0.00	0.00	5,400.00	
400-3020-535-5202	COMPUTERS	1,000.00	0.00	1,500.00	0.00	1,500.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	SCADA EQUIPMENT NOT COVERED BY DFS			0.00	0.00	1,500.00	

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
400-3020-535-5204	SMALL TOOLS & EQUIPMENT	4,984.00	4,983.62	5,860.00	2,561.37	3,500.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	REPLACEMENT TOOLS: HAND, POWER, PNUEMATIC			0.00	0.00	3,500.00	
400-3020-535-5210	SIGNS & MATERIALS	0.00	0.00	505.00	855.22	700.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	RECLAIMED WATER SIGNS. ETC			0.00	0.00	700.00	
400-3020-535-5219	UNIFORM EXPENSE	4,026.00	3,532.04	2,500.00	2,604.60	2,400.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	UNIFORM REPAIRS (ESTIMATED)			0.00	0.00	200.00	
2024-2025	UNIFORMS - @200 EST EXP X 11 EMPLOYEES			0.00	0.00	2,200.00	
400-3020-535-5250	FUEL & OIL SUPPLIES	36,122.00	30,811.06	39,500.00	27,597.34	35,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	ALL WWTF VEHICLES (LIFT STATIONS, GENERATORS)			0.00	0.00	35,000.00	
400-3020-535-5400	BOOKS/PUBL/SUBSCR/MEMBE...	1,800.00	1,420.65	1,400.00	570.62	2,300.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	DEP OPERATOR CERTIFICATES			0.00	0.00	1,200.00	
2024-2025	FW & PCOA MEMBERSHIP			0.00	0.00	400.00	
2024-2025	SUNSHINE STATE ONE CALL @ 33%			0.00	0.00	700.00	
400-3020-535-5501	TRAINING & EDUCATION COST	4,000.00	802.00	2,100.00	1,551.24	4,100.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	FWRC CONFERENCE			0.00	0.00	600.00	
2024-2025	MISC TRAINING: SAFETY, COLLECTIONS, ETC.			0.00	0.00	1,000.00	
2024-2025	OPERATOR CERTIFICATION PROGRAMS			0.00	0.00	2,500.00	
	Division: 3020 - SEWER SERVICES Total:	**3,096,711.00**	**2,676,108.02**	**3,207,418.84**	**2,538,298.47**	**3,307,073.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Division: 3060 - WATER & SEWER ADMIN							
400-3060-536-5920	DEPRECIATION EXPENSE	0.00	1,647,868.92	0.00	-22,966.42	0.00	0.00
400-3060-536-7320	AMORTIZATION EXPENS	0.00	62,935.32	0.00	0.00	0.00	0.00
Division: 3060 - WATER & SEWER ADMIN Total:		**0.00**	**1,710,804.24**	**0.00**	**-22,966.42**	**0.00**	**0.00**
Division: 8110 - NON-DEPARTMENTAL							
400-8110-517-7140	PRINCIPAL PYMT VACUUM TRK	55,554.00	0.00	57,444.00	47,737.78	59,405.00	0.00
400-8110-517-7171	W&S SERIES 2012 BONDS	920,000.00	0.00	0.00	0.00	0.00	0.00
400-8110-517-7174	W&S SERIES 2005	95,000.00	0.00	95,000.00	95,000.00	100,000.00	0.00
400-8110-517-7175	W&S SERIES SRF 2005	37,275.00	0.00	38,070.00	38,069.16	38,881.00	0.00
400-8110-517-7176	W&S SERIES SRF 2007	287,716.00	0.00	293,993.00	146,203.22	300,407.00	0.00
400-8110-517-7177	2011 W&S R&R BOND	245,000.00	0.00	250,000.00	250,000.00	260,000.00	0.00
400-8110-517-7178	SERIES 2013 WTR MTR BOND	165,000.00	0.00	170,000.00	170,000.00	0.00	0.00
400-8110-517-7240	INTEREST VACUUM TRK	5,276.00	5,275.20	3,386.00	2,952.52	1,424.00	0.00
400-8110-517-7271	W&S SERIES 2012 BONDS	10,902.00	10,901.95	0.00	0.00	0.00	0.00
400-8110-517-7274	W&S SERIES 2005	15,299.00	11,618.57	11,619.00	11,619.17	7,962.00	0.00
400-8110-517-7275	W&S SERIES SRF 2005	3,495.00	3,132.32	2,701.00	2,700.10	1,889.00	0.00
400-8110-517-7276	W&S SERIES SRF 2007	41,546.00	41,285.80	35,269.00	18,427.48	28,855.00	0.00
400-8110-517-7277	2011 W&S R&R BOND	101,031.00	95,878.78	90,623.00	90,622.28	79,899.00	0.00
400-8110-517-7278	SERIES 2013 WTR MTR BOND	4,899.00	3,298.01	1,649.00	1,649.00	0.00	0.00
400-8110-580-1810	COMPENSATED LEAVE	0.00	58,678.56	0.00	0.00	0.00	0.00
400-8110-580-6300	INFRASTRUCTURE	6,127,352.00	0.00	9,424,627.96	430,252.05	0.00	0.00
400-8110-580-6400	MACHINERY & EQUIPMENT	40,000.00	0.00	36,180.00	6,136.71	0.00	0.00
400-8110-581-0407	TRANSFER TO WATER & SEWER...	4,037,600.00	4,037,600.00	1,302,500.00	1,302,500.00	1,452,355.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	TRANSFER TO 407 FUND FOR CAPITAL PROJECTS			1.00	1,452,355.00	1,452,355.00	
400-8110-581-1001	TRANSFER TO GENERAL FUND	218,922.00	218,922.00	0.00	0.00	0.00	0.00
400-8110-589-9910	CONTINGENCY	164,490.00	0.00	5,600.00	0.00	0.00	0.00
400-8110-591-9300	INTEREST EXPENSE - LEASES	0.00	21,302.00	0.00	0.00	0.00	0.00
Division: 8110 - NON-DEPARTMENTAL Total:		**12,576,357.00**	**4,507,893.19**	**11,818,661.96**	**2,613,869.47**	**2,331,077.00**	**0.00**
Fund: 400 - WATER & SEWER FUND Surplus (Deficit):		**0.00**	**173,302.58**	**0.00**	**3,024,147.44**	**0.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 407 - PROPRIETARY R&R FUND							
Division: 0000 - UNDESIGNATED							
407-0000-331-5010	CDBG GRANT	0.00	0.00	0.00	100,119.00	0.00	0.00
407-0000-334-3100	STATE OF FLORIDA GRANT FDEP	0.00	0.00	1,360,000.00	28,546.00	0.00	0.00
407-0000-343-3100	WATER UTILITY R&R	0.00	0.00	0.00	241,078.09	0.00	0.00
407-0000-343-3101	INSIDE CITY LIMITS	290,000.00	297,507.95	290,000.00	0.00	290,000.00	0.00
407-0000-343-5150	SEWER UTILITY R&R	290,000.00	297,935.61	290,000.00	241,396.26	290,000.00	0.00
407-0000-361-1000	INTEREST & OTHER EARNINGS	0.00	13,873.60	2,500.00	20,288.19	4,648.00	0.00
407-0000-361-1500	INVESTMENT EARNINGS	7,400.00	243,851.66	50,574.00	310,886.05	50,000.00	0.00
407-0000-361-3010	INCR/DECR FAIR VAL-INVEST	0.00	7,419.81	0.00	43,137.84	0.00	0.00
407-0000-381-0400	TRANSFER FRM ENTERPRISE	4,037,600.00	4,037,600.00	1,302,500.00	1,302,500.00	1,452,355.00	0.00
407-0000-389-1000	PRIOR YEAR CARRYOVER	2,239,361.00	0.00	6,026,686.57	0.00	1,900,997.00	0.00
	Division: 0000 - UNDESIGNATED Total:	**6,864,361.00**	**4,898,188.63**	**9,322,260.57**	**2,287,951.43**	**3,988,000.00**	**0.00**
Division: 3010 - WATER UTILITY							
407-3010-533-4959	BAD DEBT EXPENSE	0.00	3,222.42	0.00	0.00	0.00	0.00
	Division: 3010 - WATER UTILITY Total:	**0.00**	**3,222.42**	**0.00**	**0.00**	**0.00**	**0.00**
Division: 3020 - SEWER SERVICES							
407-3020-535-4959	OTHER CHARGES	0.00	3,222.42	0.00	0.00	0.00	0.00
	Division: 3020 - SEWER SERVICES Total:	**0.00**	**3,222.42**	**0.00**	**0.00**	**0.00**	**0.00**
Division: 8110 - NON-DEPARTMENTAL							
407-8110-580-6300	INFRASTRUCTURE	6,525,411.00	0.00	5,406,248.57	1,631,396.40	3,833,000.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	3RD STREET WATER MAIN	1.00	800,000.00	800,000.00
2024-2025	GALVANIZED PIPE REPLACEMENT	1.00	50,000.00	50,000.00
2024-2025	GALVANIZED PUMP REPLACEMENT	1.00	38,000.00	38,000.00
2024-2025	HYDRANT REPAIR & REPLACEMENT	1.00	45,000.00	45,000.00
2024-2025	LIFT STATION #4 REHAB	1.00	900,000.00	900,000.00
2024-2025	METERS - RETROFITS W/CELL	1.00	975,000.00	975,000.00
2024-2025	RESURFACE/SEAL WALLS OF MANHOLES	1.00	60,000.00	60,000.00
2024-2025	SB 64 COMPLIANCE	1.00	350,000.00	350,000.00
2024-2025	SEWER LININE	1.00	500,000.00	500,000.00
2024-2025	WATER MIXING AND AERATION IMPROVEMENTS	1.00	15,000.00	15,000.00
2024-2025	WATER PLANT OFFICES ROOF	1.00	100,000.00	100,000.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
407-8110-580-6400	MACHINERY & EQUIPMENT	279,397.00	7,281.99	388,000.00	110,636.00	155,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	Heavy Duty Truck			1.00	75,000.00	75,000.00	
2024-2025	LIFT STATION PUMP REPLACEMENTS			1.00	80,000.00	80,000.00	
407-8110-581-0400	TRANSFER TO W&S	0.00	3,085,919.47	3,518,012.00	3,518,012.00	0.00	0.00
407-8110-581-0460	TRANSFER TO STORMWATER	0.00	100,000.00	10,000.00	10,000.00	0.00	0.00
407-8110-589-9910	CONTINGENCY	59,553.00	0.00	0.00	0.00	0.00	0.00
Division: 8110 - NON-DEPARTMENTAL Total:		**6,864,361.00**	**3,193,201.46**	**9,322,260.57**	**5,270,044.40**	**3,988,000.00**	**0.00**
Fund: 407 - PROPRIETARY R&R FUND Surplus (Deficit):		**0.00**	**1,698,542.33**	**0.00**	**-2,982,092.97**	**0.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 460 - STORMWATER FUND							
Division: 0000 - UNDESIGNATED							
460-0000-325-2080	NON AD-VAL STRMWTR	1,167,285.00	1,069,213.22	1,055,293.00	1,020,876.73	1,038,423.38	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	NON ADVAL ERUS (95%) $96*.95 less NAVA fees			11,605.18	-89.48	-1,038,423.38	
460-0000-325-2085	STORMWATER CHARGES	0.00	85,952.04	92,933.00	96,628.13	109,346.39	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CNDO CMPLX, GVT 95% (96.00*.95=91.20) Less NAVA			1,222.03	-89.48	-109,346.39	
460-0000-325-2089	DELINQ NON AD-VAL STMWTR	0.00	873.01	0.00	50,137.27	0.00	0.00
460-0000-331-1000	FEDERAL GRANTS	75,000.00	6,285.00	0.00	11,175.00	0.00	0.00
460-0000-361-1000	INTEREST & OTHER EARNINGS	0.00	3,184.67	0.00	4,048.09	1,500.23	0.00
460-0000-361-1500	INVESTMENT EARNINGS	7,000.00	62,460.86	7,087.00	47,500.19	15,000.00	0.00
460-0000-361-3010	INCR/DECR FAIR VAL-INVEST	0.00	1,686.96	0.00	6,328.66	0.00	0.00
460-0000-381-0407	TRANSFER FROM WATER & SE...	0.00	100,000.00	0.00	0.00	0.00	0.00
460-0000-381-1001	TRANSFER FROM GENERAL FU...	0.00	10,540.41	0.00	0.00	0.00	0.00
460-0000-389-1000	PRIOR YEAR CARRYOVER	35,717.00	0.00	318,823.60	0.00	0.00	0.00
	Division: 0000 - UNDESIGNATED Total:	**1,285,002.00**	**1,340,196.17**	**1,474,136.60**	**1,236,694.07**	**1,164,270.00**	**0.00**
Division: 3080 - STORMWATER MANAGEME							
460-3080-538-1200	REGULAR SALARIES & WAGE	142,000.00	141,999.31	127,608.00	145,240.74	152,943.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	LEAD EQUIPMENT OPERATOR / MAINT WORKER			1.00	0.00	0.00	
2024-2025	MAINTENANCE WORKER I			3.00	0.00	0.00	
2024-2025	STORMWATER REGULAR SALARIES & WAGES TOTAL			0.00	0.00	152,943.00	
460-3080-538-1400	OVERTIME	7,274.00	4,136.28	1,121.00	3,880.53	1,529.00	0.00
460-3080-538-1510	INCENTIVE PAY	300.00	83.11	0.00	0.00	0.00	0.00
460-3080-538-1520	UNIFORM ALLOWANCE	100.00	70.00	0.00	0.00	0.00	0.00
460-3080-538-1530	BOOT ALLOWANCE	1,264.00	882.00	360.00	480.00	700.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BOOT ALLOWANCE 3 STAFF			4.00	175.00	700.00	
460-3080-538-2100	FICA/MEDICARE TAXES	11,274.00	11,136.60	9,890.00	11,349.06	11,890.00	0.00
460-3080-538-2200	RETIREMENT CONTRIBUTION	22,120.00	47,581.71	21,810.00	23,026.63	24,260.00	0.00
460-3080-538-2300	LIFE & HEALTH INSURANCE	40,000.00	34,324.62	28,830.00	21,485.24	38,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	HEALTH INSURANCE			4.00	9,340.00	37,360.00	
2024-2025	LIFE INSURANCE			0.00	0.00	640.00	
460-3080-538-2400	WORKERS COMP INSURANCE	7,800.00	6,754.46	7,410.00	5,361.03	8,130.00	0.00
460-3080-538-3101	PROFESSIONAL SERVICES	12,000.00	12,000.00	12,000.00	10,000.00	13,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	ERNIE PETERSON STORMWATER ASSESSMENT SERVICES			0.00	0.00	13,000.00	
460-3080-538-3150	LEGAL/OFFICIAL ADVERTISNG	1,500.00	0.00	750.00	0.00	500.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	NEWSPAPER ADS, ETC.			0.00	0.00	500.00	
460-3080-538-3400	OTHER SERVICES	49,896.00	49,895.65	71,000.00	54,167.53	69,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	RETENTION POND MAINTENANCE			0.00	0.00	15,000.00	
2024-2025	STREET SWEEPING CONTRACT			0.00	0.00	54,000.00	
460-3080-538-3420	LANDSCAPING SERVICES	21,236.00	16,800.00	20,000.00	14,000.00	25,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	LANDSCAPING OF STORMWATER PROPERTIES			0.00	0.00	25,000.00	
460-3080-538-4001	TRAVEL & PER DIEM	200.00	120.00	300.00	0.00	300.00	0.00
460-3080-538-4200	POSTAGE, FRT, EXPRESS	300.00	11.58	300.00	2.83	100.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	POSTAGE, FREIGHT & EXPRESS, NPDES INSERTS			0.00	0.00	100.00	
460-3080-538-4301	UTILITY SERVICES	36,250.00	26,219.03	36,250.00	25,378.98	36,250.00	0.00
460-3080-538-4400	RENTALS & LEASES	700.00	521.96	700.00	456.85	504.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	RICHOH COPIER LEASE			12.00	42.00	504.00	
460-3080-538-4500	INSURANCE/NON-EMPLOYEE	22,827.00	22,787.04	45,489.00	45,859.55	50,038.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BROWN & BROWN PACKAGE POLICY			0.00	0.00	50,038.00	
460-3080-538-4601	REPAIRS & MAINTENANCE	93,355.00	66,764.10	61,315.10	46,646.64	61,800.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	BUCKET TRUCK ANNUAL CERTIFICATION @ 50%			0.00	0.00	800.00	
2024-2025	CATCH BASIN & STORMWATER MANHOLE REPAIRS			0.00	0.00	5,500.00	
2024-2025	DITCH CLEANING			0.00	0.00	25,000.00	
2024-2025	FEC BLANKET UTILITY CROSSING FEES			0.00	0.00	5,000.00	
2024-2025	FOUNTAIN PUMPS & CONTROLS			0.00	0.00	5,500.00	
2024-2025	GRATES, MANHOLE COVERS, PIPE			0.00	0.00	10,000.00	
2024-2025	SW PIPE REPAIR, LINING, REPLACEMENT			0.00	0.00	10,000.00	
460-3080-538-4611	MAINTENANCE CONTRACTS	800.00	146.21	800.00	44.25	400.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	COPIER AND PRINTER MAINTENANCE			0.00	0.00	400.00	
460-3080-538-4650	FLEET CHARGES	16,500.00	8,389.67	15,000.00	15,091.67	16,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	STORMWATER VEHICLES, HEAVY EQUIPMENT, PUMPS			0.00	0.00	16,000.00	
460-3080-538-4660	SMALL EQ REPAIR & MAINT	12,000.00	11,092.30	5,000.00	3,783.98	7,500.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
460-3080-538-4700	PRINTING & BINDING	250.00	8.72	300.00	607.69	420.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	RICHOH COPY CHARGES			12.00	10.00	120.00	
2024-2025	STORMWATER LITERATURE, NPDES BROCHURES, ETC			0.00	0.00	300.00	
460-3080-538-4910	OTHER SPECIAL COSTS	80,746.00	6,285.00	68,715.00	42,465.00	0.00	0.00
460-3080-538-4930	ADMIN SERV FEE ALLOCATION	233,042.00	233,042.00	202,673.00	202,673.00	193,102.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	DIRECT COST - ADMINISTRATION			1.00	169,900.00	169,900.00	
2024-2025	DIRECT COST - PW ADMIN			1.00	23,202.00	23,202.00	
460-3080-538-4959	BAD DEBT EXPENSE	0.00	20,350.36	0.00	0.00	0.00	0.00
460-3080-538-5100	OFFICE SUPPLIES	800.00	93.47	100.00	125.29	200.00	0.00
460-3080-538-5201	OPERATING SUPPLIES	8,000.00	5,859.74	1,993.50	5,802.94	8,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CONES, BARRICADES, PPE, ETC			0.00	0.00	8,000.00	
460-3080-538-5204	SMALL TOOLS & EQUIPMENT	3,000.00	2,109.27	7,000.00	3,365.00	5,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	MISC TOOLS			0.00	0.00	2,000.00	
2024-2025	REPLACEMENT WEED EATERS AND EDGERS			0.00	0.00	3,000.00	
460-3080-538-5219	UNIFORM EXPENSE	1,270.00	1,073.84	1,200.00	298.91	1,200.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	UNIFORM REPAIRS (ESTIMATED)			0.00	0.00	300.00	
2024-2025	UNIFORMS - $200 EST X 11 EMPLOYEES X 50%			0.00	0.00	700.00	
2024-2025	UNIFORMS $130 EST X 1 EMPLOYEE X 10%			0.00	0.00	100.00	
2024-2025	UNIFORMS $250 EST X 1 EMPLOYEE X 33%			0.00	0.00	100.00	
460-3080-538-5250	FUEL & OIL SUPPLIES	12,500.00	7,241.82	15,000.00	8,316.67	17,500.00	0.00

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Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	GASOLINE & DIESEL, MOTOR OIL, ETC.			0.00	0.00	17,500.00	
460-3080-538-5264	MACH/EQUIP CAPITAL-LIKE	7,500.00	0.00	0.00	0.00	0.00	0.00
460-3080-538-5300	ROAD MATERIAL & SUPPLIES	3,000.00	1,232.00	5,000.00	0.00	5,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	SHELL, LIMEROCK, SAND, FILL DIRT, ETC			0.00	0.00	5,000.00	
460-3080-538-5400	BOOKS/PUBL/SUBSCR/MEMBE...	1,500.00	673.74	1,500.00	570.62	1,500.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	FL STORMWATER ASSOCIATION MEMBERSHIP			0.00	0.00	700.00	
2024-2025	FLORIDA SUNSHINE ONE CALL @ 33%			0.00	0.00	800.00	
460-3080-538-5501	TRAINING & EDUCATION COST	1,500.00	280.00	2,000.00	849.00	7,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CDL TRAINING (1 STAFF)			0.00	0.00	5,000.00	
2024-2025	MISC TRAINING COURSES: SAFETY, ETC.			0.00	0.00	2,000.00	
460-3080-538-5920	DEPRECIATION EXPENSE	0.00	281,619.81	0.00	22,966.42	0.00	0.00
Division: 3080 - STORMWATER MANAGEME Total:		**852,804.00**	**1,021,585.40**	**771,414.60**	**714,296.05**	**756,766.00**	**0.00**
Division: 8110 - NON-DEPARTMENTAL							
460-8110-517-7161	SRF 2003 PRINCIPAL	347,541.00	-0.06	0.00	0.00	0.00	0.00
460-8110-517-7261	SRF 2003 INTEREST	6,077.00	4,336.67	0.00	0.00	0.00	0.00
460-8110-580-1810	COMPENSATED LEAVE	0.00	2,186.20	0.00	0.00	0.00	0.00
460-8110-581-0400	TRANSFER TO W&S	30,414.00	30,414.00	28,722.00	28,722.00	30,414.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	DEBT SERVICE VACCON TRUCK (1/2 ANNUAL COST P & I)			0.00	0.00	30,414.00	
460-8110-581-0460	TRANS TO WATER & SEWER	10,000.00	10,000.00	0.00	0.00	0.00	0.00
460-8110-581-0461	TRANSFER TO STORMWATER C...	7,500.00	7,500.00	674,000.00	674,000.00	350,000.00	0.00

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Budget Worksheet

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Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	PIPE LINING #22SW06, CAT 420 BACKHOE LOADER			1.00	350,000.00	350,000.00	
460-8110-581-1001	TRANSFER TO GENERAL FUND	23,400.00	23,400.00	0.00	0.00	0.00	0.00
460-8110-589-9910	CONTINGENCY	7,266.00	0.00	0.00	0.00	27,090.00	0.00
Division: 8110 - NON-DEPARTMENTAL Total:		**432,198.00**	**77,836.81**	**702,722.00**	**702,722.00**	**407,504.00**	**0.00**
Fund: 460 - STORMWATER FUND Surplus (Deficit):		**0.00**	**240,773.96**	**0.00**	**-180,323.98**	**0.00**	**0.00**

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Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 461 - STORMWTR CAPITAL PROJECTS							
Division: 0000 - UNDESIGNATED							
461-0000-361-1000	INTEREST & OTHER EARNINGS	0.00	10,128.04	0.00	25,224.50	0.00	0.00
461-0000-381-0460	TRANSFER FRM STORMWATER ...	17,500.00	17,500.00	674,000.00	674,000.00	350,000.00	0.00
461-0000-381-0463	TRANSFER FRM W&S FUND	0.00	0.00	10,000.00	10,000.00	0.00	0.00
461-0000-389-1000	PRIOR YEAR CARRYOVER	2,281,298.00	0.00	1,339,801.59	0.00	0.00	0.00
	Division: 0000 - UNDESIGNATED Total:	**2,298,798.00**	**27,628.04**	**2,023,801.59**	**709,224.50**	**350,000.00**	**0.00**
Division: 8110 - NON-DEPARTMENTAL							
461-8110-538-6400	MACHINERY & EQUIPMENT	17,500.00	0.00	84,000.00	0.00	150,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	CAT 420 BACKHOE/LOADER			1.00	150,000.00	150,000.00	
461-8110-580-6300	OTHER USES / INFRASTRUCTURE	2,281,298.00	0.00	1,939,801.59	576,666.85	200,000.00	0.00
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	PIPE LINING OF STORMWATER PIPES 22SW06			1.00	200,000.00	200,000.00	
	Division: 8110 - NON-DEPARTMENTAL Total:	**2,298,798.00**	**0.00**	**2,023,801.59**	**576,666.85**	**350,000.00**	**0.00**
	Fund: 461 - STORMWTR CAPITAL PROJECTS Surplus (Deficit):	**0.00**	**27,628.04**	**0.00**	**132,557.65**	**0.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

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Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 495 - SOLID WASTE ENTERPRISE							
Division: 0000 - UNDESIGNATED							
495-0000-343-4040	REFUSE	2,679,139.00	2,786,653.42	2,760,000.00	2,358,545.32	3,478,200.00	0.00
495-0000-361-1000	INTEREST & OTHER EARNINGS	300.00	861.28	346.00	8,277.35	1,500.00	0.00
495-0000-361-1500	INVESTMENT EARNINGS	12,200.00	104,980.98	25,658.00	82,951.47	30,000.00	0.00
495-0000-361-3010	INCR/DECR FAIR VAL-INVEST	0.00	2,669.27	0.00	11,175.83	0.00	0.00
495-0000-381-1001	TRANSFER FROM GENERAL FU...	0.00	1,536,459.65	0.00	0.00	0.00	0.00
495-0000-389-1000	PRIOR YEAR CARRYOVER	2,353,497.00	0.00	409,983.12	0.00	0.00	0.00
	Division: 0000 - UNDESIGNATED Total:	**5,045,136.00**	**4,431,624.60**	**3,195,987.12**	**2,460,949.97**	**3,509,700.00**	**0.00**
Division: 3040 - SOLID WASTE							
495-3040-534-3400	OTHER SERVICES	4,414,606.00	3,851,152.64	2,584,483.12	2,070,996.88	2,648,698.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	REDMAN CONSULTING CONTRACT	0.00	0.00	25,000.00
2024-2025	TIPPING FEES DEBRIS	0.00	0.00	7,000.00
2024-2025	WASTE PRO - COMMERICAL DUMPSTERS	0.00	0.00	1,053,864.00
2024-2025	WASTE PRO - COMPACTORS	0.00	0.00	108,324.00
2024-2025	WASTE PRO - ROLL-OFFS	0.00	0.00	213,986.00
2024-2025	WASTE PRO CONTRACT - COMMERICAL TOTERS	0.00	0.00	184,296.00
2024-2025	WASTE PRO CONTRACT - RESIDENTIAL TOTERS	0.00	0.00	1,054,728.00
2024-2025	WASTE PRO EXTRA PICKUPS, MISC	0.00	0.00	1,500.00

495-3040-534-4500	INSURANCE/NON-EMPLOYEE	5,244.00	5,234.56	8,297.00	8,364.40	9,127.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	BROWN AND BROWN PACKAGE POLICY	0.00	0.00	9,127.00

495-3040-534-4901	OTHER CHARGES	0.00	0.00	0.00	258.40	0.00	0.00
495-3040-534-4930	ADMIN SERV FEE ALLOCATION	342,106.00	342,106.00	388,207.00	388,207.00	374,466.00	0.00

Budget Detail

Budget Code	Description	Units	Price	Amount
2024-2025	DIRECT COST ALLOC GEN FUND	1.00	323,783.00	323,783.00
2024-2025	DIRECT COST PW ADMIN	1.00	50,683.00	50,683.00

495-3040-534-4950	MOBILITY FEE EXPENSE	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	0.00

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

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Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Budget Detail							
Budget Code	**Description**			**Units**	**Price**	**Amount**	
2024-2025	PAVING MOBILITY FEE			0.00	0.00	200,000.00	
495-3040-534-4959	BAD DEBT EXPENSE	15,000.00	5,545.39	15,000.00	0.00	15,000.00	0.00
495-3040-534-5920	DEPRECIATION EXPENSE	0.00	553.32	0.00	0.00	0.00	0.00
	Division: 3040 - SOLID WASTE Total:	**4,976,956.00**	**4,404,591.91**	**3,195,987.12**	**2,667,826.68**	**3,247,291.00**	**0.00**
Division: 8110 - NON-DEPARTMENTAL							
495-8110-581-9102	TRANSFER TO 002	630.00	630.00	0.00	0.00	0.00	0.00
495-8110-589-9910	CONTINGENCY	67,550.00	0.00	0.00	0.00	262,409.00	0.00
	Division: 8110 - NON-DEPARTMENTAL Total:	**68,180.00**	**630.00**	**0.00**	**0.00**	**262,409.00**	**0.00**
	Fund: 495 - SOLID WASTE ENTERPRISE Surplus (Deficit):	**0.00**	**26,402.69**	**0.00**	**-206,876.71**	**0.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

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Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 605 - POLICE EXPLORERS							
Division: 0000 - UNDESIGNATED							
605-0000-347-2100	PROGRAM ACTIVITY FEES	1,700.00	297.63	500.00	37.00	0.00	0.00
605-0000-366-9015	CNTRB & DON/PRIV SOURCE	1,200.00	3,837.00	1,500.00	237.60	150.00	0.00
605-0000-389-1000	PRIOR YEAR CARRYOVER	2,200.00	0.00	1,195.00	0.00	0.00	0.00
	Division: 0000 - UNDESIGNATED Total:	**5,100.00**	**4,134.63**	**3,195.00**	**274.60**	**150.00**	**0.00**
Division: 2110 - PUBLIC SAFETY							
605-2110-521-5220	CLOTHING & EQ	800.00	455.86	800.00	0.00	0.00	0.00
605-2110-521-5221	PROGRAM EXPENSE	4,300.00	2,937.06	2,395.00	469.84	150.00	0.00
	Division: 2110 - PUBLIC SAFETY Total:	**5,100.00**	**3,392.92**	**3,195.00**	**469.84**	**150.00**	**0.00**
	Fund: 605 - POLICE EXPLORERS Surplus (Deficit):	**0.00**	**741.71**	**0.00**	**-195.24**	**0.00**	**0.00**
	Report Surplus (Deficit):	**0.00**	**1,390,009.59**	**0.00**	**2,145,029.89**	**0.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet **For Fiscal: 2024-2025 Period Ending: 09/30/2025**

Group Summa

Defined Budgets

Divisio...	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 001 - GENERAL FUND						
0000 - UNDESIGNATED	10,922,401.00	11,740,548.18	11,212,168.93	10,889,340.23	12,213,482.00	0.00
1101 - COMMISSION	175,900.00	143,015.29	178,592.00	137,377.66	201,940.00	0.00
1201 - CITY MANAGER	621,196.00	544,193.01	590,799.35	482,253.40	666,771.00	0.00
1301 - ACCOUNTING	833,456.00	598,217.80	773,223.00	461,002.02	808,510.00	0.00
1303 - CUSTOMER SERVICE	453,759.00	452,998.95	491,574.00	464,472.01	536,888.00	0.00
1306 - ADMIN SVCS/IT	543,682.00	473,986.72	568,160.00	532,092.74	596,865.00	0.00
1310 - PERSONNEL	364,250.00	249,824.14	256,394.00	205,336.82	244,454.00	0.00
2110 - PUBLIC SAFETY	3,010,823.00	2,814,386.17	3,092,469.00	2,756,285.21	3,520,594.00	0.00
2210 - PUBLIC SAFETY	1,780,686.00	1,619,421.55	1,913,224.00	1,541,856.37	2,013,091.00	0.00
2410 - PLANNING & CODE ENF	340,261.00	328,581.37	445,688.00	349,059.42	471,889.00	0.00
4141 - ROADS & STREETS	508,460.00	398,096.13	698,792.30	408,395.98	596,163.00	0.00
4160 - PUBLIC WORKS/FLEET	313,220.00	268,978.27	332,664.00	259,300.67	329,783.00	0.00
4172 - BLDG & GROUNDS/FACI	1,285,017.00	1,173,854.51	1,328,440.28	1,210,955.41	1,252,812.00	0.00
8110 - NON-DEPARTMENTAL	691,691.00	2,609,292.92	542,149.00	484,413.71	973,722.00	0.00
Fund: 001 - GENERAL FUND Surplus (Deficit):	**0.00**	**65,701.35**	**0.00**	**1,596,538.81**	**0.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

Divisio...	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 002 - LOCAL OPTION FUEL TAX						
0000 - UNDESIGNATED	1,467,173.00	641,464.33	1,193,239.68	329,279.82	435,000.00	0.00
4141 - ROADS & STREETS	331,896.00	0.00	50,000.00	55,326.08	150,000.00	0.00
8110 - NON-DEPARTMENTAL	1,135,277.00	799,946.79	1,143,239.68	9,582.39	285,000.00	0.00
Fund: 002 - LOCAL OPTION FUEL TAX Surplus (Deficit):	**0.00**	**-158,482.46**	**0.00**	**264,371.35**	**0.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

Divisio...	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 004 - PERMITTING						
0000 - UNDESIGNATED	379,085.00	521,398.10	390,289.00	574,636.90	406,629.00	0.00
2415 - BLDG & FIRE INSPECT	379,085.00	331,590.11	390,289.00	350,272.39	406,629.00	0.00
Fund: 004 - PERMITTING Surplus (Deficit):	**0.00**	**189,807.99**	**0.00**	**224,364.51**	**0.00**	**0.00**

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Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Divisio...	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
			Defined Budgets			
Fund: 110 - LAW ENFORCEMENT TRUST FD						
0000 - UNDESIGNATED	15,900.00	13,815.01	0.00	1,243.10	0.00	0.00
8110 - NON-DEPARTMENTAL	15,900.00	15,900.00	0.00	0.00	0.00	0.00
Fund: 110 - LAW ENFORCEMENT TRUST FD Surplus (Deficit):	**0.00**	**-2,084.99**	**0.00**	**1,243.10**	**0.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

Divisio…	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 130 - COMMUNITY REDEVELOPMT						
0000 - UNDESIGNATED	3,028,414.00	3,164,915.59	3,306,241.90	3,474,502.93	3,288,458.00	0.00
2110 - PUBLIC SAFETY	300,348.00	158,127.81	322,071.00	150,642.53	333,871.97	0.00
2410 - PLANNING & CODE ENF	54,251.00	46,931.34	61,378.00	48,414.45	63,678.00	0.00
4173 - ADULT CTR/PICKLEBAL	242,776.00	239,116.56	247,965.38	226,994.74	248,426.00	0.00
5510 - GENERAL ADMINISTRAT	799,112.00	468,077.26	664,211.62	452,863.56	609,867.03	0.00
8110 - NON-DEPARTMENTAL	1,631,927.00	878,460.37	2,010,615.90	2,010,615.07	2,032,615.00	0.00
Fund: 130 - COMMUNITY REDEVELOPMT Surplus (Deficit):	**0.00**	**1,374,202.25**	**0.00**	**584,972.58**	**0.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

Divisio...	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 139 - CRA PROJECTS FUND						
0000 - UNDESIGNATED	4,234,318.00	270,145.58	3,571,263.93	1,146,679.90	1,172,950.00	0.00
8110 - NON-DEPARTMENTAL	4,234,318.00	1,271,795.53	3,571,263.93	46,349.85	1,172,950.00	0.00
Fund: 139 - CRA PROJECTS FUND Surplus (Deficit):	**0.00**	**-1,001,649.95**	**0.00**	**1,100,330.05**	**0.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

Divisio...	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 301 - CAPITAL PROJECTS						
0000 - UNDESIGNATED	6,213,574.00	214,186.74	5,679,338.39	1,372,287.67	525,966.00	0.00
8110 - NON-DEPARTMENTAL	6,213,574.00	1,459,062.65	5,679,338.39	2,786,294.37	525,966.00	0.00
Fund: 301 - CAPITAL PROJECTS Surplus (Deficit):	**0.00**	**-1,244,875.91**	**0.00**	**-1,414,006.70**	**0.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

Divisio...	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 400 - WATER & SEWER FUND						
0000 - UNDESIGNATED	18,476,573.00	11,769,545.04	18,104,221.20	10,669,578.52	8,753,961.00	0.00
3001 - WATER & SEWER ADMIN	278,734.00	299,917.35	390,001.00	347,341.74	405,433.00	0.00
3010 - WATER UTILITY	2,524,771.00	2,401,519.66	2,688,139.40	2,168,887.82	2,710,378.00	0.00
3020 - SEWER SERVICES	3,096,711.00	2,676,108.02	3,207,418.84	2,538,298.47	3,307,073.00	0.00
3060 - WATER & SEWER ADMIN	0.00	1,710,804.24	0.00	-22,966.42	0.00	0.00
8110 - NON-DEPARTMENTAL	12,576,357.00	4,507,893.19	11,818,661.96	2,613,869.47	2,331,077.00	0.00
Fund: 400 - WATER & SEWER FUND Surplus (Deficit):	**0.00**	**173,302.58**	**0.00**	**3,024,147.44**	**0.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

Divisio...	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 407 - PROPRIETARY R&R FUND						
0000 - UNDESIGNATED	6,864,361.00	4,898,188.63	9,322,260.57	2,287,951.43	3,988,000.00	0.00
3010 - WATER UTILITY	0.00	3,222.42	0.00	0.00	0.00	0.00
3020 - SEWER SERVICES	0.00	3,222.42	0.00	0.00	0.00	0.00
8110 - NON-DEPARTMENTAL	6,864,361.00	3,193,201.46	9,322,260.57	5,270,044.40	3,988,000.00	0.00
Fund: 407 - PROPRIETARY R&R FUND Surplus (Deficit):	**0.00**	**1,698,542.33**	**0.00**	**-2,982,092.97**	**0.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

Divisio...	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 460 - STORMWATER FUND						
0000 - UNDESIGNATED	1,285,002.00	1,340,196.17	1,474,136.60	1,236,694.07	1,164,270.00	0.00
3080 - STORMWATER MANAGEME	852,804.00	1,021,585.40	771,414.60	714,296.05	756,766.00	0.00
8110 - NON-DEPARTMENTAL	432,198.00	77,836.81	702,722.00	702,722.00	407,504.00	0.00
Fund: 460 - STORMWATER FUND Surplus (Deficit):	**0.00**	**240,773.96**	**0.00**	**-180,323.98**	**0.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

Divisio...	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 461 - STORMWTR CAPITAL PROJECTS						
0000 - UNDESIGNATED	2,298,798.00	27,628.04	2,023,801.59	709,224.50	350,000.00	0.00
8110 - NON-DEPARTMENTAL	2,298,798.00	0.00	2,023,801.59	576,666.85	350,000.00	0.00
Fund: 461 - STORMWTR CAPITAL PROJECTS Surplus (Deficit):	**0.00**	**27,628.04**	**0.00**	**132,557.65**	**0.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

Divisio...	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 495 - SOLID WASTE ENTERPRISE						
0000 - UNDESIGNATED	5,045,136.00	4,431,624.60	3,195,987.12	2,460,949.97	3,509,700.00	0.00
3040 - SOLID WASTE	4,976,956.00	4,404,591.91	3,195,987.12	2,667,826.68	3,247,291.00	0.00
8110 - NON-DEPARTMENTAL	68,180.00	630.00	0.00	0.00	262,409.00	0.00
Fund: 495 - SOLID WASTE ENTERPRISE Surplus (Deficit):	**0.00**	**26,402.69**	**0.00**	**-206,876.71**	**0.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

Divisio...	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 605 - POLICE EXPLORERS						
0000 - UNDESIGNATED	5,100.00	4,134.63	3,195.00	274.60	150.00	0.00
2110 - PUBLIC SAFETY	5,100.00	3,392.92	3,195.00	469.84	150.00	0.00
Fund: 605 - POLICE EXPLORERS Surplus (Deficit):	**0.00**	**741.71**	**0.00**	**-195.24**	**0.00**	**0.00**
Report Surplus (Deficit):	**0.00**	**1,390,009.59**	**0.00**	**2,145,029.89**	**0.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

Budget Worksheet

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Fund Summa

Fund	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
	Defined Budgets					
001 - GENERAL FUND	0.00	65,701.35	0.00	1,596,538.81	0.00	0.00
002 - LOCAL OPTION FUEL TAX	0.00	-158,482.46	0.00	264,371.35	0.00	0.00
004 - PERMITTING	0.00	189,807.99	0.00	224,364.51	0.00	0.00
110 - LAW ENFORCEMENT TRUST FD	0.00	-2,084.99	0.00	1,243.10	0.00	0.00
130 - COMMUNITY REDEVELOPMT	0.00	1,374,202.25	0.00	584,972.58	0.00	0.00
139 - CRA PROJECTS FUND	0.00	-1,001,649.95	0.00	1,100,330.05	0.00	0.00
301 - CAPITAL PROJECTS	0.00	-1,244,875.91	0.00	-1,414,006.70	0.00	0.00
400 - WATER & SEWER FUND	0.00	173,302.58	0.00	3,024,147.44	0.00	0.00
407 - PROPRIETARY R&R FUND	0.00	1,698,542.33	0.00	-2,982,092.97	0.00	0.00
460 - STORMWATER FUND	0.00	240,773.96	0.00	-180,323.98	0.00	0.00
461 - STORMWTR CAPITAL PROJECTS	0.00	27,628.04	0.00	132,557.65	0.00	0.00
495 - SOLID WASTE ENTERPRISE	0.00	26,402.69	0.00	-206,876.71	0.00	0.00
605 - POLICE EXPLORERS	0.00	741.71	0.00	-195.24	0.00	0.00
Report Surplus (Deficit):	**0.00**	**1,390,009.59**	**0.00**	**2,145,029.89**	**0.00**	**0.00**

Attachment: COHH FY2025 Adopted Budget [Revision 1] (2024-R-66 : Final Budget Fiscal Year 2024 2025

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 09/24/24 06:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 4646

PRESENTATION (ID # 4646)

Economic Development Update

Development Projects Update

City Commission

September 24, 2024

Attachment: PowerPoint - Development Projects Update September 2024 (4646 : Economic Development

Lake Belle RV RESORT



$9.4 million capital investment, 4-6 jobs

Attachment: PowerPoint - Development Projects Update September 2024 (4646 : Economic Development

Lake Belle RV Resort

on Flomich

"Larry Kaylor, left, and Julie Mericle Smith stand on the 25-acre former Bishops Dairy property at 490 Flomich St. in Holly Hill on Tuesday, Oct. 10, 2023. The business partners recently bought the land from Holly Hill businessman Robin Hanger after promising to carry out his vision of creating an RV resort to cater to visitors, including the many pickleball enthusiasts in town to play at the Pictona pickleball complex down the street. They hope to break ground on the planned Lake Belle RV Resort by year's end."

Clayton Park / News-Journal, October 16, 2023



"Plans call for Lake Belle RV Resort to include 90 recreational vehicle campsites with electric / water / sewer utility hook-ups."

Waiting on meeting for Site Design

Attachment: PowerPoint - Development Projects Update September 2024 (4646 : Economic Development

Monticelli Warehouse

1624 State Avenue

2 Proposed 14,000 sf buildings



Some site clearing underway



Attachment: PowerPoint - Development Projects Update September 2024 (4646 : Economic Development

Bentley Oaks 471 3rd Street

Property is For Sale $785,000.00

Allows for Four Quadplexes





Attachment: PowerPoint - Development Projects Update September 2024 (4646 : Economic Development

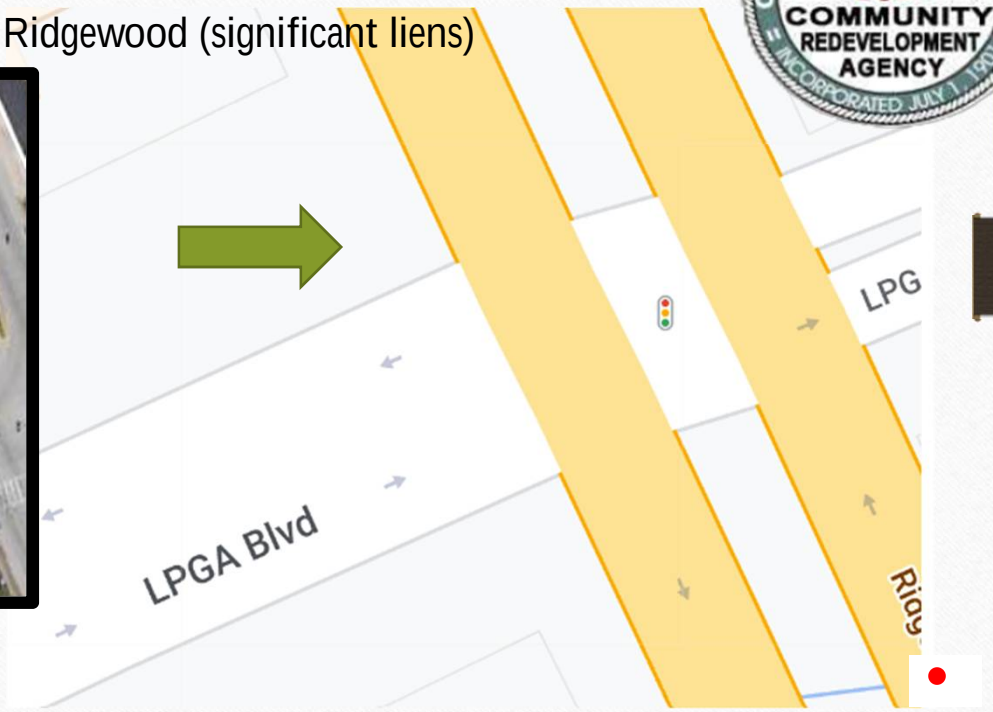


Attachment: PowerPoint - Development Projects Update September 2024 (4646 : Economic Development

LPGA at Ridgewood

1100, 1108, 1112, 1116 Ridgewood (significant liens)





Currently in Due Diligence

Attachment: PowerPoint - Development Projects Update September 2024 (4646 : Economic Development

975 GOLF AVENUE STORAGE

975 Golf Avenue

Storage Units

61,000 square feet

Some site work completed; permits missing information;

Status: appears to be inactive



Attachment: PowerPoint - Development Projects Update September 2024 (4646 : Economic Development

Aerosapien Technologies™

PARQUE AVE

4, 13,000 sq ft buildings, build to suit



1 remaining pad available



Attachment: PowerPoint - Development Projects Update September 2024 (4646 : Economic Development

Parque Business Park we have Building 4 ready to go. Building 5 is ready for construction . Each building is 13,333 SF and is set up for 10 different Units. The other 3 Buildings are Full. Lease rates are $13.90 NNN ($3.35) psf. These are all separate Buildings and Units.

Attachment: PowerPoint - Development Projects Update September 2024 (4646 : Economic Development

Mirage

1609 Prime Court

(off Flomich)

No permits are approved for the proposed 68, 1800 sf town homes; plat work has begun



Attachment: PowerPoint - Development Projects Update September 2024 (4646 : Economic Development

The Vineyards

690 Moscato Drive





Attachment: PowerPoint - Development Projects Update September 2024 (4646 : Economic Development

Attachment: PowerPoint - Development Projects Update September 2024 (4646 : Economic Development

D·R·HORTON
America's Builder

COMMUNITY MAP

Vineyard Townhomes

Holly Hill



Vineyard Townhomes · 6th Street, Holly Hill, FL 32714 · (877) 415.0030 · DRHorton.com

D.R. Horton is equal housing opportunity builder. This map is a schematic for exhibition purposes only and does not represent the exact location or configuration of site features, lot lines, easements, amenities, units, buildings or details shown thereon. All homesite sizes are approximate and may vary. All information on this map, including availability and delivery dates is subject to change without notice or obligation Certified Builder Contractor License Number CBC1258559 © Copyright 2024 D.R. Horton, Inc.

About our community

Welcome to the Vineyards, Holly Hill's newest townhome community, offering the lifestyle you deserve just minutes from the sandy shores of the World's Most Famous Daytona Beach. This attractively priced community features convenient, low maintenance living, with two spacious townhome floorplans to choose from with 3 bathrooms, 2 and a half bathrooms and up to 1,463 square feet. The community offers a range of homesites including serene water and conservation views you'll love.



1885 N Nova

Flomich at Nova



Former structures have been demolished

Attachment: PowerPoint - Development Projects Update September 2024 (4646 : Economic Development

Anastasia Court

17 proposed town homes; property still For Sale





Attachment: PowerPoint - Development Projects Update September 2024 (4646 : Economic Development





The Zen Living Apartments

PUD, located at 3rd St. and Ridgewood Ave. in Holly Hill Florida, was unanimously approved at the first reading of the City of Holly Hill Commission! We are excited to be a part of this project!
Developer is working out construction details.

Attachment: PowerPoint - Development Projects Update September 2024 (4646 : Economic Development

Devon Self Storage

1340 Ridgewood Ave



A



B

Building A will be complete in October and the entire project will be done in December

Attachment: PowerPoint - Development Projects Update September 2024 (4646 : Economic Development

MG Café

235 Riverside Drive





Attachment: PowerPoint - Development Projects Update September 2024 (4646 : Economic Development



Mason Avenue at Daytona

148 Mason Avenue



Planned Development: 97,500 sf Self Storage (3 32,500 sf stories)

In process

Attachment: PowerPoint - Development Projects Update September 2024 (4646 : Economic Development



Brain Tree

1704 N Nova



840 units on 41,512 sf. Three stories 120,000-sf.; original owner has sold--waiting on transfer of title to new owner per James Booth with Mike Carter Construction 941-345-1685

Attachment: PowerPoint - Development Projects Update September 2024 (4646 : Economic Development

Fox Pointe Apartments

1088 10th Street

"And a 70-unit complex at 1088 10th St. in Holly Hill, according to county documents.
The funding will require a zero-interest mortgage, and all units will be for households that make "at or below 80% of the area median income." The units will have to stay affordable for at least 50 years.
The Florida Housing Finance Authority will monitor the projects, and the county will use the reports to make sure tenants are income-qualified, according to the county."
Sheldon Gardner, Daytona Beach News-Journal May 8, 2024

Parcel 424401040081



Attachment: PowerPoint - Development Projects Update September 2024 (4646 : Economic Development

Alabama Storage

990 Alabama Avenue

ID: 424204210250

2.405 acres

Proposed Use: 36,966 sf. Self Storage; additional 33,353 sf. of paved area

36,966 sq ft storage facility currently being scaled down, special exemption; a meeting with the contractor is pending 9/9/24



Attachment: PowerPoint - Development Projects Update September 2024 (4646 : Economic Development

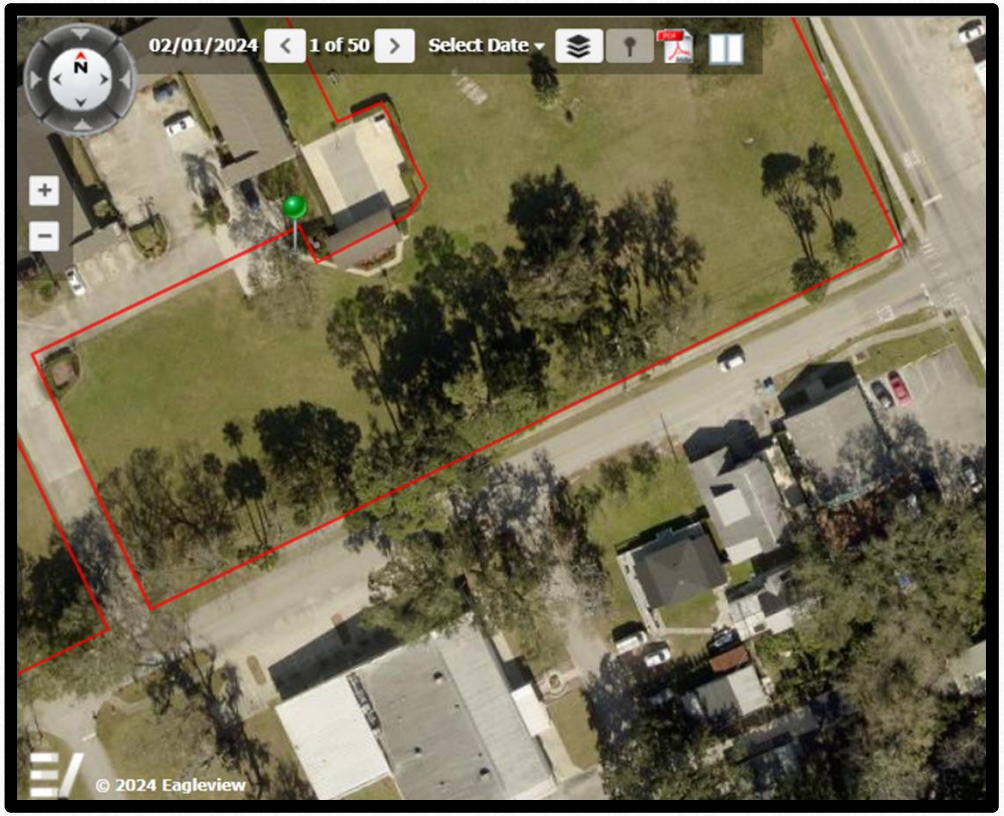
Tiki Villas

8th Street Holly Hill

Parcel ID: 4244-01-07-0120
2.85 acres

30 Unit multifamily complex with associated signage, landscaping, irrigation, paving, drainage, utilities and parking
Building Area: 21,560 sf; Pavement area 33,629

Site Plan under review



Attachment: PowerPoint - Development Projects Update September 2024 (4646 : Economic Development

Heavenly Cheesecakes now Brave the Crave



Attachment: PowerPoint - Development Projects Update September 2024 (4646 : Economic Development

403 10th Street, 2 parcels total five acres



Attachment: PowerPoint - Development Projects Update September 2024 (4646 : Economic Development

Bonarrigo Business Park
1012 8th St. Holly Hill, FL 32117

1.23 acres, entitled for 12,000 sf bldg., permitted and ready to build



Attachment: PowerPoint - Development Projects Update September 2024 (4646 : Economic Development

EMPLOYMENT INFLOW / OUTFLOW – HOLLY HILL, FL





3,500 - Employed in Selection Area, Live Outside
4,575 - Live in Selection Area, Employed Outside
347 - Employed and Live in Selection Area

2020 Inflow/Outflow Job Counts (All Jobs)	Count
Employed in Holly Hill	3,847
Employed in Holly Hill but Living Outside	3,500
Employed and Living in Holly Hill	347
Living in Holly Hill	4,922
Living in Holly Hill but Employed Outside	4,575
Living and Employed in Holly Hill	347
Net Inflow/Outflow for Holly Hill	(1,075)

Source: *US Census On-the-Map Program – 2020 LODES Statistics. All Jobs*

Attachment: PowerPoint - Development Projects Update September 2024 (4646 : Economic Development

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **September 24, 2024**
FROM: **Valerie Manning**
SUBJECT: **Minutes - September 9, 2024 - Regular City Commission Meeting/First Public Hearing on Budget FY2024-2025**
NUMBER: **(ID # 4633)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the September 9, 2024 regular City Commission meeting/first public hearing on the FY2024-2025 budget.

MOTION:

Approve the minutes as submitted by staff.

- Minutes - September 9, 2024 - Regular CC and First PH on Budget meeting (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● SEPTEMBER 9, 2024

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

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

Attachment: Minutes - September 9, 2024 - Regular CC and First PH on Budget meeting (4633 : Minutes)

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 Commissioner John Penny
Commissioner Penny led the invocation.

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

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

1. -2024-R-59 Resolution

FIRST PUBLIC HEARING - a Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Tentative Levying of Ad Valorem Taxes for the City of Holly Hill for the Fiscal Year 2024-2025; and Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)
Mr. Forte read Resolution 2024-R-59 in its entirety for the record:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2024-2025; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 09, 2024, adopted a Fiscal year 2024-2025 tentative millage rate following a

public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Holly Hill of Volusia County Florida, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes, not exempt from taxation, has been certified by the Volusia County Property Appraiser to the City of Holly Hill as $1,001,260,939.

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

SECTION 1. The FY 2024-2025 operating millage is 5.8 mills, which is greater than the rolled-back rate of 5.4151 mills by 7.11%.

SECTION 2. The Final Public Hearing will be September 24, 2024 at 6:00 pm.

Mayor Via opened public participation. No one spoke.

RESULT:	**ADOPTED [4 TO 1]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Penny, Currie, Danio, Johnson
NAYS:	Via

RESOLUTION
2024-R-59
FIRST PUBLIC HEARING - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2024-2025; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2024-2025; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 09, 2024, adopted a Fiscal year 2024-2025 tentative millage rate following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Holly Hill of Volusia County Florida, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes, not exempt from taxation, has been certified by the Volusia County Property Appraiser to the City of Holly Hill as $1,001,260,939.

Attachment: Minutes - September 9, 2024 - Regular CC and First PH on Budget meeting (4633 : Minutes)

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

SECTION 1. The FY 2024-2025 operating millage is 5.8 mills, which is greater than the rolled-back rate of 5.4151 mills by 7.11%.

SECTION 2. The Final Public Hearing will be September 24, 2024 at 6:00 pm.

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 SEPTEMBER, 2024 for First Public Hearing reading.

Enacted and approved this 9th day of September, 2024, in Holly Hill

2. -2024-R-60 Resolution

FIRST PUBLIC HEARING - a Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Tentative Budget for the City of Holly Hill for the Fiscal Year 2024-2025; Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)
Commissioner Penny mentioned that he would like for the Commission to budget for a sandbag machine for next year. There was ***consensus*** to move forward with that.

Mayor Via opened public participation.

Jim Legary, Holly Hill.

Mayor Via closed public participation.

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

RESOLUTION
2024-R-60
FIRST PUBLIC HEARING - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ADOPTING THE TENTATIVE BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL

Attachment: Minutes - September 9, 2024 - Regular CC and First PH on Budget meeting (4633 : Minutes)

YEAR 2024-2025; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ADOPTING THE TENTATIVE BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2024 - 2025; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 09, 2024 held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Holly Hill of Volusia County Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2024-2025.

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

SECTION 1. That the City Commission of the City of Holly Hill, Florida pursuant to the Charter of the City of Holly Hill and Chapter 166, Florida Statutes, does hereby adopt the Tentative General, Enterprise and all other related Fund Budgets and Capital Improvements Programs, which are attached hereto and incorporated herein as Exhibit "A" which may later be amended by the City Commission.

SECTION 2. Set the final public hearing for September 24, 2024 immediately following adoption of the Millage Rate Resolution.

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 SEPTEMBER, 2024 for first public hearing.

Enacted and approved this 9th day of September, 2024, in Holly Hill

3. PRESENTATION

1.

Raftelis - Water and Wastewater Utility Revenue Sufficiency Study

(Requested by Valerie Manning, City Clerk)
Henry Thomas, Vice-President from Raftelis was present tonight to show the same PowerPoint presentation that was shown during the July 2, 2024 Water and Wastewater

Attachment: Minutes - September 9, 2024 - Regular CC and First PH on Budget meeting (4633 : Minutes)

Utility Revenue Sufficiency Study Workshop.

RESULT:	**NO VOTE NEEDED**

4. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners:

Debra Williams, Holly Hill; Dawn Bolin, Holly Hill; Christina Bolin, Holly Hill; and Debra Snow, City Commissioner Elect, Holly Hill.

5. APPROVAL OF MINUTES

1.

Minutes - August 27, 2024 Regular City Commission Meeting

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

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

Enacted and approved this 9th day of September, 2024, in Holly Hill

6. CONSENT AGENDA - ITEMS (1 - 3)

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

1. 2024-R-61 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Grant Applications for Bypass Pumps to Serve Lift Stations #2, #11 and #20 as Submitted to Volusia County Community Assistance; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

Attachment: Minutes - September 9, 2024 - Regular CC and First PH on Budget meeting (4633 : Minutes)

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

RESOLUTION
2024-R-61
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE GRANT APPLICATIONS FOR BYPASS PUMPS TO SERVE LIFT STATIONS #2, #11 AND #20 AS SUBMITTED TO VOLUSIA COUNTY COMMUNITY ASSISTANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE GRANT APPLICATIONS FOR BYPASS PUMPS TO SERVE LIFT STATIONS #2, #11 AND #20 AS SUBMITTED TO VOLUSIA COUNTY COMMUNITY ASSISTANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Volusia County qualifies as an urban entitlement community and receives funds directly from the U.S. Department of Housing and Urban Development's Community Block Grant Program; and

WHEREAS, Volusia County has made available $1,400,000 in funds for eligible projects directed toward neighborhood revitalization and improved community facilities; and

WHEREAS, staff have identified three (3) discrete lift stations which currently do not have bypass pumps and are located in funding eligible areas; and

WHEREAS, due to the timeline of the grant process, these projects have been submitted to Volusia County Community Assistance as a placeholder contingent upon City Commission Approval.

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

SECTION 1. That the City Commission of the City of Holly Hill approve the grant applications for bypass pumps to serve lift stations #2, #11 and #20 as submitted to Volusia County Community Assistance.

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 SEPTEMBER, 2024.

Attachment: Minutes - September 9, 2024 - Regular CC and First PH on Budget meeting (4633 : Minutes)

Enacted and approved this 9th day of September, 2024, in Holly Hill

2.

Halifax Humane Society 2024-2025 Renewal Agreement

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

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

Enacted and approved this 9th day of September, 2024, in Holly Hill

3.

Drone Replacement Program Financial Assistance Agreement Between the FDLE and the HHPD

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

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

Enacted and approved this 9th day of September, 2024, in Holly Hill

7. REGULAR AGENDA

1. -2024-R-62 Resolution

A Resolution of the City of Holly Hill, Florida, Establishing the Water and Sewer Rate Increases for Five Years Beginning October 1, 2024 and Annually Thereafter for the City of Holly Hill; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.

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

Attachment: Minutes - September 9, 2024 - Regular CC and First PH on Budget meeting (4633 : Minutes)

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

RESOLUTION
2024-R-62
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ESTABLISHING THE WATER AND SEWER RATE INCREASES FOR FIVE YEARS BEGINNING OCTOBER 1, 2024 AND ANNUALLY THEREAFTER FOR THE CITY OF HOLLY HILL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ESTABLISHING THE WATER AND SEWER RATES FOR THE CITY OF HOLLY HILL FOR FIVE YEARS BEGINNING OCTOBER 1, 2024 AND ANNUALLY THEREAFTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is desirous of properly funding the ongoing operations and maintenance of its water and sewer systems; and

WHEREAS, the City of Holly Hill is desirous of properly funding a capital improvement program for its water and sewer systems; and

WHEREAS, Chapter 70 of the Code of Ordinances of the City of Holly hill, Florida, provides for the establishment of certain utility fees and charges by resolution of the City Commission; and

WHEREAS, an agreement was signed between the City of Ormond Beach and the City of Holly hill, Florida, that customers of one city served by the other's utility will be designated "Inside the City limits" for billing purposes; and

WHEREAS, the City commission has determined that the rates reflected herein are fair and equitable and necessary to fund the proper operation of the City's utility systems.

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

SECTION 1. Water and Sewer rates itemized in attachment A.

SECTION 2. Maintain the $3.00 monthly repair and rehabilitation charge per bill for water and a $3.00 monthly repair and rehabilitation charge per bill for sewer.

SECTION 3. The City shall add a 25 percent surcharge on the water and sewer

Attachment: Minutes - September 9, 2024 - Regular CC and First PH on Budget meeting (4633 : Minutes)

rates, fees, and charges to consumers outside the city boundaries except as provided for service to consumers inside the municipality of the City of Ormond Beach who's customers served by Holly Hill will be designated "Inside the City limits" for billing purposes.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, 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 5. That all Resolutions made in conflict with this Resolution are hereby repealed.

SECTION 6. That this Resolution shall be deemed to be effective October 1, 2024.

APPROVED AND AUTHENTICATED on this 9th day of SEPTEMBER, 2024

Enacted and approved this 9th day of September, 2024, in Holly Hill

2. -2024-R-63 Resolution

A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Fee Schedule for the Fiscal Year 2024-2025; Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)

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

RESOLUTION
2024-R-63
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE FEE SCHEDULE FOR THE FISCAL YEAR 2024-2025; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ESTABLISHING CERTAIN FEES AND INCREASING CERTAIN EXISTING FEES FOR VARIOUS SERVICES, AND PERMITS PROVIDED BY THE CITY, AND ADOPTING A COMPREHENSIVE CITYWIDE FEE SCHEDULE FOR THE FISCAL YEAR 2024-2025.

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

WHEREAS, On August 23, 2022 a Citywide Fee Schedule was adopted; and

WHEREAS, Effective April 23, 2024 the amended City Wide Fee Schedule was adopted; and

WHEREAS, the Commission of the City of Holly Hill has determined that in order to continue providing effective services for the public welfare, the City must establish and increase fees for certain municipal services in order to accurately reflect the City's true cost in providing such services; and

WHEREAS, the Commission desires to enact some new fees and increase, decrease, remove, or leave unchanged existing fees for certain services and programs provided by the City and to include the new, increased, decreased, or unchanged fees, in the proposed Citywide Fee Schedule (Attachment A), which is attached to this Resolution.

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

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

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

SECTION 3. The fees which are increased, as set forth in the FY 2024-2025 Proposed City Wide Fee Schedule (Attachment “A” as amended):

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

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

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

SECTION 4. The City Commission hereby approves and adopts:

1. The FY 2024-2025 Proposed City Wide Fee Schedule (Attachment “A” as amended).

SECTION 5. Any fee, rate, charge, penalty, fine, table, or schedule contained in the FY 2024-2025 Proposed City-wide Fee Schedule (Attachment “A” as amended), as adopted in this Resolution, will prevail and apply in the event of a conflict with any other fee, rate, charge, penalty, fine, table, or schedule.

Attachment: Minutes - September 9, 2024 - Regular CC and First PH on Budget meeting (4633 : Minutes)

SECTION 6. The newly created fees, unchanged fees, decreased fees and increased fees listed in this Resolution and set forth in the FY 2024-2025 Proposed City Wide Fee Schedule (Attachment "A") become effective on October 1, 2024.

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

Enacted and approved this 9th day of September, 2024, in Holly Hill

3. -2024-R-64 Resolution

A Resolution of the City of Holly Hill, Florida, Ratifying a Three-Year Agreement with the Police Benevolent Association of Holly Hill (P.B.A.) October 1, 2024 - September 30, 2027; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

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

RESOLUTION
2024-R-64
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RATIFYING A THREE-YEAR AGREEMENT WITH THE POLICE BENEVOLENT ASSOCIATION OF HOLLY HILL (P.B.A.) OCTOBER 1, 2024 - SEPTEMBER 30, 2027; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RATIFYING A THREE-YEAR AGREEMENT WITH THE POLICE BENEVOLENT ASSOCIATION OF HOLLY HILL (P.B.A.) OCTOBER 1, 2024 - SEPTEMBER 30, 2027; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, negotiations between management of the City of Holly Hill and representatives from the Police benevolent Association (P.B.A.) have concluded with an agreement between the representatives and now requires ratification by the City Commission; and

WHEREAS, on August 19, 2024, management was advised that the members of the P.B.A. voted in support of the proposed agreement.

Attachment: Minutes - September 9, 2024 - Regular CC and First PH on Budget meeting (4633 : Minutes)

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

SECTION 1. That the City Commission hereby ratifies the attached Agreement with the P.B.A. as a three-year contract, effective October 1, 2024 and expiring on September 30, 2027.

SECTION 2. That if any section, subsection, sentence, clause, phrase, or portion of this resolution, or application hereof, is for any reason held invalid or unconstitutional by an Court, such portion or application shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all resolutions made in conflict with this Resolution are hereby repealed.

SECTION 4. That this Resolution shall become effective immediately upon its adoption.

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

Enacted and approved this 9th day of September, 2024, in Holly Hill

8. PUBLIC HEARINGS - NONE

9. COMMUNICATIONS

A. City Manager Comments

Mr. Forte informed the Mayor and City Commissioners that the Police Department will be fully staffed by the end of the month with a new Police Captain and there has been a couple of officers who took the Sergeants test and they will be recognized as well. As a reminder, this Friday night at Pictona is the "Are Friends Electric" free concert series which begins at 7:30 PM and as far as the playground equipment at Sunrise Park North, it may be sometime in November before anything begins; waiting on the materials.

B. City Attorney Comments

Not present tonight.

C. City Commission Comments

Commissioner Penny reminded everyone about the upcoming Mayor's Cup 28th Annual Golf Tournament at the Riviera Golf Course on Saturday, September 28th and shotgun starts at 8:30 AM. If you would like to come to show support or help, you can arrive between 7:30 AM - 8:30 AM. He has invited former Mayors to attend as well. There is a full field, great fundraiser.

Commissioner Johnson shared his concerns and information as it pertains to District 5 in that they are pushing hard for zero fatalities and the number one cause of accidents is lane changing; the widening of LPGA and how happy he is to see that Holly Hill has many

Attachment: Minutes - September 9, 2024 - Regular CC and First PH on Budget meeting (4633 : Minutes)

sports facilities within the city; Pictona always busy and active with all ages; the Rock Climbing sports facility will be coming soon; he likes the idea of full-time sports and Holly Hill is moving in a positive direction.

Mr. Forte wanted to add to his comments that the city may be getting a $5,000 grant for overtime to help with the enforcement of the pedestrian safety at intersections up at the north west corner of the city.

Mayor Via informed everyone that on Tuesday, September 17th starting at 6:00 PM over at the Holly Hill Historic Society Museum at Sica Hall, him and father, Roland Via former Mayor, were asked to speak as part of the museum's "History Nights" series. Between the both of them they have a total of 27/28 years in community service in the city and they will be speaking and sharing some things about that, that evening.

Commissioner Penny asked if the Ms. Manning can do a Press Release in case any of the Commissioners would like to attend since it was announced here tonight at a public meeting. Just so that there is no confusion if more than one Commissioner shows up.

D. Mayor's Comments

Mayor Via attend the Elected Officials Roundtable meeting today and realized it was going to be his last one. The next meeting will be on November 18th and Mayor Penny will be attending that one. There was discussion during that meeting about health statistics, suicide rates and mental health crisis.

10. ADJOURNMENT

The meeting adjourned at approximately 7:10 PM.

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HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **September 24, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Increasing the "Not to Exceed" Purchasing Authority with Carmeuse Lime and Stone, Inc., to $182,000 for High Quick Lime, and Authorizing the City Manager to Execute the Same; Providing for Severability; Providing for an Effective Date.**
NUMBER: **2024-R-67**
APPLICANT:
PLANNER:

DISCUSSION:

On October 24, 2023, the City Commission awarded the purchase of High Calcium Quickline to Carmeuse Lime and Stone, Inc. through the utilization of the purchasing agreement #23-ES-07 with the City of Edgewater. The amount approved for purchase was an amount not to exceed $154,000 annually. Commission resolution 2023-R-62 approving this piggyback and establishing a not to exceed cost is included under "Exhibit A".

On March 4, 2024, the City of Edgewater approved a price increase concurrent with the extension of their agreement with Carmeuse Lime and Stone. This price increase is attached as "Exhibit B". Due in part to the increased cost of high calcium lime, the water treatment plant will require a an additional $28,000 in lime in order to maintain treatment through the remainder of this fiscal year.

High Calcium Lime is the main chemical used to soften the utility groundwater. Due to the contractual allowed price increase with the Edgewater contract and current use estimates, staff requests that the authorized amount for lime to be increased to $182,000 to continue water softening for the remainder of Fiscal Year 2023-2024.

FISCAL ANALYSIS:

The Water Plant budget Chemical Budget account 400-3010-533-5201 has adequate funding remaining to support budget cost increase for lime under the Carmeuse piggy-back agreement #23-ES-07 to $182,000.

STAFF RECOMMENDATION:

Approve an increased purchasing authority with Carmeuse Lime and Stone, Inc to $182,000 for High Calcium Quicklime and authorize the City Manager to execute the same.

COMMISSION GOAL:

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 AN INCREASED PURCHASING AUTHORITY WITH CARMEUSE LIME AND STONE, INC., FOR HIGH CALCIUM QUICKLIME TO $182,000 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Resolultion 2023-R-62 for Purchase of Water Chemicals (PDF)
- Exhibit B -High Calcium Bulk Quicklime - Addendum 1 - Carmeuse Lime (PDF)

Resolution No. 2024-67

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, INCREASING THE "NOT TO EXCEED" PURCHASING AUTHORITY WITH CARMEUSE LIME AND STONE, INC., TO $182,000 FOR HIGH QUICK LIME, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, INCREASING THE "NOT TO EXCEED" PURCHASING AUTHORITY WITH CARMEUSE LIME AND STONE, INC., TO $182,000 FOR HIGH QUICK LIME, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Utility requires High Calcium Quicklime to soften ground water into potable drinking water as required under the Florida Department of Environmental Protection permit; and

WHEREAS, the Holly Hill City Commission approved an annual purchase with Carmeuse Lime and Stone, Inc., for High Calcium Quicklime in an amount not to exceed $154,000 annually through Resolution 2023-R-62; and

WHEREAS, the current price and use of lime will require a cost increase of $28,000 to ensure adequate purchase of lime to close-out the fiscal year; and

WHEREAS, adequate budget is available within the City water funds to increase the annual purchasing amount to $182,000 for High Calcium Quicklime.

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 approve increasing the "Not to Exceed" purchasing authority with Carmeuse Lime and Stone, Inc., to $182,000 for High Calcium Quicklime for the current fiscal year.

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 24th day of SEPTEMBER, 2024.

HOLLY HILL FLORIDA Holly Hill FL

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HOLLY HILL FLORIDA

Holly Hill
FL

Resolution
2023-R-62

Adopted
Oct 24, 2023 6:00 PM

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Price Agreements for the Purchase of the Fiscal Year 2023-2024 Supply of Water and Wastewater Treatment Chemicals for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.

Information

Department: Public Works **Sponsors:**
Category: Consent Agenda

Attachments

Printout
Exhibit A - Chlorine & Sulfur Dioxide Quotes
Exhibit B - Carbon Dioxide - City of Ocala, FL Piggyback
Exhibit C - Calcium Quicklime - City of Edgewater Piggyback

RES/ORD BODY

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2023-2024 SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT BY WAIVING FORMAL BIDDING AND APPROVING PIGGYBACKING CONTRACTS AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is in need of chemicals for water and wastewater treatment; and

WHEREAS, the City of Holly Hill has identified an existing, competitively bid contract for the purchase of carbon dioxide with the City of Ocala; and

WHEREAS, the City of Holly Hill has identified an existing, competitively bid contract for the purchase of high calcium quicklime with the City of Edgewater; and

WHEREAS, there are only three companies in Florida capable of providing the City with liquid chlorine and liquid sulfur dioxide and the City received price quotes from two of these companies and one company declined to provide a proposal; and

WHEREAS, 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.); and

WHEREAS, the City Commission approves the price agreements for the purchase of Fiscal Year 2023-2024 supply of water and wastewater treatment chemicals for the Public Works Department.

Attachment: Exhibit A - Resolution 2023-R-62 for Purchase of Water Chemicals (2024-R-67 : High Calcium Quicklime Purchase Cost Increase)

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

SECTION 1. That the City Commission does hereby approve the piggybacking of contracts for the purchase of carbon dioxide and high calcium quicklime. The City Commission also waives the formal bidding process for the purchase of liquid chlorine and liquid sulfur dioxide and awards the contract to Allied Universal Corporation. The City Commission hereby approves all price agreements for the purchase of the Fiscal Year 2023-24 supply of water and wastewater treatment chemicals for the Public Works Department and authorizes City Manager to execute any necessary price agreements.

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 24th day of OCTOBER, 2023.

Meeting History

Oct 24, 2023 6:00 PM	City Commission	Regular City Commission Meeting	Draft

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

Powered by Granicus

Attachment: Exhibit A - Resolution 2023-R-62 for Purchase of Water Chemicals (2024-R-67 : High Calcium Quicklime Purchase Cost Increase)

Attachment: Exhibit A - Resolution 2023-R-62 for Purchase of Water Chemicals (2024-R-67 : High Calcium Quicklime Purchase Cost Increase)

CARMEUSE

Quote

Company	EDGEWATER, CITY OF	**E-mail**	
To		**Date**	09-21-2023
From	Matthew Cherpak	**E-mail**	
Tel		**Pages**	2

Re: City of Edgewater, FL 2023 Quicklime T002

Price Quote 10018892

Dear ,

Thank you for the opportunity to consider Carmeuse as your business partner.

It is our pleasure to provide you with the following quote offer:

Product	Plant	Product Description	Currency	Incoterms	Destination
10597	Jacksonville Luttrell Ter	***HiCal QL Terminal Small Pebble Bulk*** **Total Price: $462.67/TON**	USD	DDP	Edgewater, FL

To place an order, please call Customer Service at 1.800.445.3930.

The following additional information applies:

Validity: Our prices are valid from 04-15-2023 upon formal approval from your side within 2 weeks.

Unloading conditions to be communicated through your care (opening hours, security procedures..)

Equipment Ship Type: Pneumatic Trailer

Shipping Cond: Delivered

Payment Terms: 30 days net due. We insist upon payment in due time of our invoices, this being an essential component of your price-offering.

Product pricing is subject to change with 30 days written notice.
Freight pricing is subject to change with 30 days written notice.

CARMEUSE

Quote

We remain at your disposal for any further information.

Signatures

Sales Representative
Matthew Cherpak

Sales Manager

Attachment: Exhibit A - Resolution 2023-R-62 for Purchase of Water Chemicals (2024-R-67 : High Calcium Quicklime Purchase Cost Increase)

CARMEUSE

Quote

CARMEUSE STANDARD TERMS & CONDITIONS OF SALE

Orders and Acceptance. All Purchase Orders ("Orders") and quotations are subject to acceptance by Carmeuse Lime & Stone ("Carmeuse"). Unless otherwise stated, all sales transactions are expressly limited to the terms and conditions set forth below. All terms and conditions (including but not limited to additional and/or different terms and conditions) contained in any of Buyer's purchase orders or other documents submitted by Buyer are EXPRESSLY rejected. No waiver of these terms and conditions or acceptance of other terms and conditions shall be construed from Carmeuse's failure to object to the same. All sales are final. Goods cannot be returned without Carmeuse's prior written consent.

Quotations and Published Prices. All written quotations shall automatically expire on the expiration date listed on the quotation, but in no event later than thirty (30) days after issuance, and are subject to withdrawal by notice within that period. Carmeuse, at its sole option, may extend the effective date of written quotations up to six month. Oral quotations shall expire in thirty (30) days. All quote prices for material sold by Carmeuse pursuant to any Purchase Order ("Material") are F.O.B. stated shipping point, unless otherwise specified. Transportation shall be by means that are commercially reasonable and customary and at the Buyer's expense. Delivered prices are based on transportation prices available to Carmeuse at time of quotation and assume that carriers are able to discharge their loads at the delivery site in a reasonable time. If unloading delays occur, additional charges may apply. Any charges at destination for spotting, switching, handling, storage and other services and demurrage, shall be for Buyer's account. Pricing of aggregate assumes normal residual moisture content, including free moisture in the case of washed Materials. Prices shown on published price lists and other literature issued by Carmeuse do not represent unconditional offers to sell, and are subject to change without notice.

Payment. Buyer shall make payment in advance of shipping unless Carmeuse's credit department, in its sole discretion, approves Buyer's credit. Unless otherwise stated in Carmeuse's quotation, payment pursuant to approved credit terms shall be made thirty (30) days from the date of Carmeuse's invoice. No discounts are allowed for early payment, unless otherwise specified by Carmeuse on the quotation. Invoices for shipments to approved credit customers shall be issued upon shipment. Past due invoices are subject to a monthly service charge at a rate equal to the lesser of 1½ % per month or the maximum rate from time to time permitted by applicable law. Carmeuse's Credit Department may revoke credit approval or alter payment terms at any time. Upon placing this instrument with an attorney for collection of past due payments or repossession of Material, Buyer shall reimburse Carmeuse for attorney's fees, court costs, and other expenses incurred by Carmeuse to enforce the terms and conditions stated herein. If an invoice is past-due, Carmeuse may suspend delivery of Material until such invoice, and any other past-due invoices, have been paid. If there is an adverse change to Buyer's financial condition, Carmeuse may require adequate assurances of performance be provided by Buyer and if Buyer fails to provide such assurances, payment terms shall automatically be modified to a cash advance basis until such assurances are provided or terminate future orders subject to this quotation.

Forecasts. Buyer must purchase the amount of Material contained on the quote form. Buyer shall provide Carmeuse with a forecast of Buyer's requirements for Material by month. In no event will Carmeuse be required to supply Buyer more than the amount of Material contained on the quote form or any written forecast.

Taxes. Carmeuse's prices do not include federal, state, or local taxes, including sales, use, property, import/export, value added, excise or similar tax payments. Carmeuse shall bill as a separate invoice line item all such taxes and Buyer agrees to pay and/or reimburse Carmeuse for any such applicable taxes.

Order Changes/Cancellation. Requested changes to Orders are subject to Carmeuse's approval and acceptance. Buyer shall reimburse Carmeuse for all additional costs and expenses related to any such change. Buyer's cancellation of any standard Material Order is subject to Carmeuse's receipt of Buyer's prior written notice not less than thirty (30) days before any Material is shipped. In the event of any whole or partial cancellation of any Order by Buyer, Buyer shall pay to Carmeuse the reasonable costs and expenses incurred by Carmeuse prior to Carmeuse's receipt of the cancellation notice plus Carmeuse's usual rate of profit for similar Material on the portion of the Order canceled.

Shipping. Unless otherwise specified, title to and risk of loss of the Materials shall pass to Buyer upon Carmeuse's delivery of the Materials to a carrier or directly to Buyer at the F.O.B. point, or upon removal of the Material from Carmeuse's plant or terminal if the F.O.B. point is a location other than Carmeuse's plant. Unless otherwise stated,Carmeuse's prices do not include shipping charges, including fuel surcharges and administrative fees. Carmeuse will use its best efforts to load Buyer's trucks, rail cars or barges, provided that, Carmeuse shall not be liable for overweight charges or fines, minimum charges for light loaded cars or trucks or for demurrage or other charges associated with shipping the Materials to Buyer.

Delivery/Access. All delivery/performance dates indicated on Carmeuse's documents are approximate and are based upon the prompt receipt of all necessary information from Buyer regarding Materials ordered. Buyer agrees to provide Carmeuse with reasonable advance notice of Material requirements, time and rate of delivery.Carmeuse will use reasonable efforts to meet the indicated delivery/performance dates but shall not be held responsible for delays caused by carriers. In the event of any delivery delay caused by Buyer, Carmeuse will store and handle all Materials ordered at Buyer's risk and will invoice the Buyer for the unpaid portion of the contract price plus storage, insurance and handling charges on or after the date on which the Materials are ready for delivery. Buyer shall provide suitable roadways or approaches to points of delivery. If delivery is requested beyond the curb line, Buyer assumes all liability for damage to sidewalks, driveways or other property. Buyer must arrange in advance with Seller's dispatcher for deliveries of Materials at times other than normal working hours which may result in extra charges.

Security Interest. Until such time as Carmeuse is fully paid for Material shipped, Buyer shall grant to Carmeuse a purchase money security interest in the Materials. Buyer will assist Carmeuse in taking necessary action to protect Carmeuse's security interest. All checks or other commercial paper shall be accepted subject to collection, and the foregoing security interest shall remain until such time as funds are actually collected.

Warranty. Carmeuse warrants to Buyer that all Material supplied by Carmeuse is in compliance with Carmeuse's published specifications at the point of shipment from Carmeuse's facility. If Material sold by Carmeuse fails to meet the foregoing warranty, Carmeuse will at its sole option either: (1) refund the amount received by Carmeuse for defective Material, or (2) replace any defective Material free of charge. The foregoing is contingent upon Carmeuse receiving Buyer's prompt written notice of any defect. In no event shall Buyer make any claim or initiate any proceeding based upon alleged breach of warranty more than six (6) months from the date of shipment of the relevant Material. Buyer acknowledges that Material may degrade by improper handling after leaving Carmeuse's facility or terminal, or from time may contain impurities that render the materials unacceptable for certain applications and that all such Material is excluded from the warranties stated herein. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CARMEUSE'S WARRANTY DOES NOT APPLY IF MATERIALS HAVE BEEN SUBJECT TO MISUSE, MISHANDLING, NEGLECT (INCLUDING WITHOUT LIMITATION IMPROPER STORAGE), ACCIDENT OR MODIFICATION NOT EXPRESSLY AUTHORIZED BY CARMEUSE. THIS WARRANTY CONTAINS CARMEUSE'S SOLE LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDIES AND IS EXPRESSLY IN LIEU OF ALL OTHER REMEDIES BASED IN LAW OR EQUITY.

Limitation of Liability. CARMEUSE SHALL NOT BE LIABLE FOR ANY LOSS, CLAIM, EXPENSE OR DAMAGE CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF THE ACTS OR OMISSIONS OF BUYER OR THIRD PARTIES, WHETHER NEGLIGENT OR OTHERWISE. IN NO EVENT SHALL CARMEUSE'S LIABILITY FOR ANY CAUSE OF ACTION EXCEED THE AMOUNT PAID BY BUYER FOR THE MATERIAL GIVING RISE TO THE CLAIM, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY OR TORT (INCLUDING AND STRICT LIABILITY) OR OTHERWISE. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER SUCH INDIRECT

Attachment: Exhibit A - Resolution 2023-R-62 for Purchase of Water Chemicals (2024-R-67 : High Calcium Quicklime Purchase Cost Increase)

CARMEUSE

Quote

Carmeuse's Premises. While on Carmeuse's premises Buyer's employees, invitees, and subcontractors (including subcontractors or carriers used for the purpose of transporting Material) shall be subject to and shall observe such safety and other rules and regulations as Carmeuse may then have in force at such premises. Buyer shall confine its employees, invitees, and subcontractors to that portion of Carmeuse's premises where work is to be performed and to such in-plant roads leading to and from such site as Carmeuse authorizes Buyer to use. Buyer shall assume sole responsibility for the safety of, and shall take all necessary measures and precautions at all times to prevent injury to its employees, subcontractors' employees and others who enter upon Carmeuse's premises for reasons relating to any Order. Buyer shall also take all necessary measures and precautions to protect and to avoid damage to or loss of property while on Carmeuse's premises. Compliance with MSHA, OSHA, or any other regulatory agency rules are a condition of entry to Carmeuse property. Buyer shall save Carmeuse harmless from any and all claims, damages, liabilities and loss, arising from injury to, or the death of, any person, or damage to or the loss of any property, caused or occasioned by the acts or omissions of Buyer, his employees, invitees, and subcontractors while on or about Carmeuse's premises in connection with any matter relating to the performance of an Order.

Excuse of Performance. Neither party shall be liable for any delay or failure to perform to the extent caused by fire, flood, explosion, war, riot; embargo, labor disputes, strikes, shortage of utilities, material or labor, delay in transportation, compliance with any laws, regulations, orders, acts or requirements from the government, civil or military authorities, acts of God or the public enemy, or any act or event of any nature reasonably beyond such party's control. In such circumstances, Buyer or Carmeuse may cancel the portion of this Order subject to such delay by giving prompt written notice, provided that, such cancellation shall apply only to that portion of the Order affected by the foregoing circumstances and the balance of the Order shall continue in full force and effect. If Carmeuse's Material production capacity is impaired as a result of one of the foregoing events of force majeure, then Carmeuse may allocate to Buyer a pro rata portion of Carmeuse's total remaining capacity taking into account Carmeuse's impaired Material production capacity, Buyer's requirements pursuant to this Order and Carmeuse's aggregate customer requirements for Materials.

Waiver. No condoning, excusing or waiver by any party of any default, breach or nonobservance by any other party, at any time or times with respect to any covenants or conditions set forth herein shall operate as a waiver of that party's rights with respect to any continuing or subsequent default, breach or nonobservance, and no waiver shall be inferred from or implied by any failure to exercise any rights by the party having those rights.

Severability. Should any provision of these terms and conditions be declared by any court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby, it being the intent of the parties that they would have executed the remaining portion without including any such part or portion which may for any reason be declared invalid.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania (excluding its conflict of laws provisions), including the provisions of the UCC in Pennsylvania. Any proceeding pertaining to any such claim shall be venued in Pittsburgh, PA.

Entire Agreement/Amendment. Carmeuse and Buyer agree that the terms and conditions set forth herein constitute their complete and exclusive agreement regarding the subject matter of this Order and supersede any prior communications, representations or agreements of the parties, whether oral or written and cannot be altered, amended, or modified except in writing executed by an authorized representative of each party.

Assignability. Neither party may sell, assign, or transfer its rights, duties, or obligations under this Agreement without the prior written consent of the other; provided, however, that Carmeuse reserves the right to assign its rights, duties and obligations to any party purchasing substantially all of Carmeuse's assets. To the extent that assignment is permitted, this Agreement shall inure to the benefit of and be binding upon each party and its permitted successors and assigns.

Change in Law. It is expressly agreed that if there is an impact to Seller's costs as a result of pending or enacted legislation and regulations relevant to, among other things, CO2 cap and trade law or regulation ("Law"), such cost shall be added to the Material price in order to cover the increased cost per ton associated with such Law.

Breach. If either party breaches the terms and conditions of sale, such breach has a material effect on the performance of this Agreement, and such breach continues for a period of thirty (30) days after written notice from the non-breaching party to the breaching party, the non-breaching party may terminate this Agreement. Subject to the terms hereof, the non-breaching party shall have those remedies available to it at law or in equity for such breach. The prevailing party in any dispute hereunder shall be reimbursed by the non-prevailing party for reasonable legal expenses and for reasonable costs incurred.

Attachment: Exhibit A - Resolution 2023-R-62 for Purchase of Water Chemicals (2024-R-67 : High Calcium Quicklime Purchase Cost Increase)

CARMEUSE

Quote

GUIDELINES FOR CONTRACT HAULERS

Hauler Equipment: Contract Haulers must provide their own equipment, tools, personal protective equipment, maintenance shop devices or other items required to fulfill the contract. Carmeuse reserves the right to examine a Contract Hauler's equipment, tools, etc.

Adherence to Regulatory and Carmeuse North America Standards: All Contract Haulers picking up or delivering bulk materials to Carmeuse premises will strictly adhere to at least minimum state and federal (DOT, MSHA,OSHA, etc.) requirements. Carmeuse will not hire any Contract Hauler who cannot adequately demonstrate proficiency with this standard operating procedure (SOP). Carmeuse will not be responsible to oversee Contract Haulers while performing this type of work but will occasionally monitor for compliance to this SOP. The site is governed by federal safety standards (MSHA, OSHA) in which all haulers must adhere even if they are governed by a different federal agency. It shall be the Contract Hauler's complete responsibility to train its respective employees and adhere to applicable standards. Failure to follow any items contained in this contract or any safety standard may result in immediate discharge from the site and/or revocation of contracts.

- Where truck wash stations are provided, haulers must use prior to leaving the site.
- Bulk tanker haulers will not drive for any period of time to or from the site with their hatches open and will not be allowed on site with open hatches on open bed trailers; haulers will ensure tarpaulins are in place covering the entire load prior to leaving the site
- The operator/driver will ensure if they leave their cab for any amount of time, they are equipped with:
- Over the ankle pants and sleeved shirt
- Leather work gloves as conditions require
- Head Protection - Class A hard hat which meets CSA or ANSI standard Z89.1-1986
- Eye Protection - Which meets Carmeuse or ANSI standard ANSI Z87.1-2003 - Note: Contract Haulers who wear prescription eyeglasses must use side shields - Sunglasses are not permitted
- Foot Protection - Boots that meet Carmeuse or ANSI standard ANSI Z41-1991
- Hearing Protection - NIOSH approved hearing protection (muffs or earplugs) must be worn where required
- Waterproof Boots and Slickers - If there is any chance of coming in contact with surface water containing lime as burns may occur
- 6 Point Body Harness - If drivers are required to climb on top of their vehicles or tankers, for any reason, they will use the required fall protection equipment
- High Visibility / Reflective Clothing -- Some sites require the use of this type of clothing -- hauler must verify site-specific requirements

Attachment: Exhibit A - Resolution 2023-R-62 for Purchase of Water Chemicals (2024-R-67 : High Calcium Quicklime Purchase Cost Increase)

CONTRACTOR SERVICES AGREEMENT

CHEMICALS FOR CITY OF EDGEWATER WATER TREATMENT FACILITIES ITB 23-ES-07

THIS AGREEMENT is made and entered into this 14th day of March, 2023, by and between CARMEUSE LIME & STONE, duly authorized to conduct business in the State of Florida and whose address is 11 STANWIX ST., 21ST FLOOR, PITTSBURGH, PA 15222, hereinafter, called "CONTRACTOR" and the CITY OF EDGEWATER, a political subdivision of the State of Florida, whose address is 104 North Riverside Drive, Edgewater, FL 32132, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Invitation to Bid (ITB #23-ES-07), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this agreement is for one (1) year beginning on April 15, 2023, with four (4), one (1) year renewal options. Renewal options may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the ITB documents. The City retains the sole right to determine whether the renewal option shall be granted.

The price quoted shall be firm for one year and based on a per unit basis delivered FOB to the CITY'S destination. Subsequent year price increases will only be considered as indicated in the ITB document and subject to City Council Approval. The City reserves the right to reject any price increase and seek other bids to negotiate pricing or rebroadcast the bid.

SECTION 3. COMPENSATION. The City will pay Contractor the monthly amount invoiced pursuant to the pricing stipulated on the Proposal Form and based on actual quantities delivered based on either gallons or tonnage.

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Bonnie Zlotnik, City Clerk
City of Edgewater
104 N. Riverside Drive
Edgewater, FL 32132
(386)424-2400 #1101

For Contractor:
JONATHAN BRIGHT, VP-FINANCE (Name, Title)
CARMEUSE LIME & STONE (Company)
11 STANWIX ST., 21ST FLOOR (Address)
PITTSBURGH, PA 15222 (City, State, Zip)
866-780-0974 (Phone)

Attachment: Exhibit A - Resolution 2023-R-62 for Purchase of Water Chemicals (2024-R-67 : High Calcium Quicklime Purchase Cost Increase)

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

SECTION 7. 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 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND CONTRACTOR HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONTRACTOR's duties and obligations hereunder.

SECTION 11. E-VERIFY. CONSULTANT shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONSULTANT that the subcontractor complies with the terms stated within. The CONSULTANT nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONSULTANT agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

SECTION 12 AUTHORITY TO SIGN. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

Attachment: Exhibit A - Resolution 2023-R-62 for Purchase of Water Chemicals (2024-R-67 : High Calcium Quicklime Purchase Cost Increase)

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

WITNESSES:

Monique Taupin

CITY OF EDGEWATER

Glenn A Irby, City Manager

Bonnie Zlotnik, City Clerk
Dated: 3/10/2023

WITNESSES:

DANA BROOKS
INSIDE SALES ADMIN

CARMEUSE LIME & STONE
(Firm Name)

By: _____ JONATHAN BRIGHT
(Authorized Officer) VP - FINANCE

Dated: 3/8/23

Approved by the City Council of the City of Edgewater at a meeting held on this 20th day of March, 2023 under Agenda Item No. 7f.

Attachment: Exhibit A - Resolution 2023-R-62 for Purchase of Water Chemicals (2024-R-67 : High Calcium Quicklime Purchase Cost Increase)

Attachment: Exhibit B -High Calcium Bulk Quicklime - Addendum 1 - Carmeuse Lime (2024-R-67 : High Calcium Quicklime Purchase Cost

ADDENDUM #1
PROFESSIONAL SERVICES AGREEMENT
CHEMICALS FOR CITY OF EDGEWATER
WATER TREATMENT FACILITIES (ITB-23-ES-07)

By Agreement made and entered into this 4th day of March, 2024, by and between the **CITY OF EDGEWATER, FLORIDA** (hereinafter referred to as "CITY'"), 104 North Riverside Drive, Edgewater, FL 32132 and **CARMEUSE LIME AND STONE** (hereinafter referred to as "CONTACTOR") 11 Stanwix Street, 21st Floor, Pittsburgh, PA, 15222

WITNESSETH

The CITY and CONTRACTOR mutually agree to amend that certain Agreement between the CITY and CONTRACTOR made and entered into on March 6, 2023, as follows:

1) Both parties wish to utilize the option contained in **Section 2 - TERM OF THE CONTRACT** by electing to renew the contract for an additional term of one (1) year. Thereby extending the current contract from April 15, 2024, through and until Aril 14, 2025.
2) **Section 3 – COMPENSATION:** The CITY agrees to pay the CONTRACTOR $503.15 per ton, an 8.75% increase over the price stipulated in the proposal form.
3) The parties acknowledge that all other terms, provisions and conditions of the original Agreement are republished, ratified and reaffirmed by the parties hereto.

IN WITNESS HEREOF the parties have made and executed this Addendum the day and year written above.

ATTEST:

Bonnie Zlotnik
Bonnie Zlotnik, City Clerk

CITY OF EDGEWATER, FLORIDA

By: Glenn A Irby
Glenn Irby, City Manager

Dated 03/05/24

WITNESSES:

Dana Brooks

Matt Benusa

CARMEUSE LIME AND STONE

By:
Jonathan Bright, VP - Finance

Dated 2/2/2024

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **September 24, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Recommendation of Award for the Tidal Backflow Preventors Project to All State Civil Construction, Inc., and Authorizing the City Manager to Execute a Contract with All State Civil Construction, Inc., in the Amount of $615,960.00; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-68**
APPLICANT:
PLANNER:

DISCUSSION:

The City received one bid for the Tidal Backflow Prevention project on August 27, 2024.

All State Civil Construction, Inc., was the only bidder with a bid totaling $615,690.00. All State Civil Construction, Inc.'s proposal is attached as 'Exhibit A'. The bid specs are attached as 'Exhibit B'. The bid plan set is attached as 'Exhibit C'. All State Civil Construction's bid does not appear to be out of the ordinary based on current market conditions and was found to be complete and responsive.

Mead and Hunt, Inc., has checked All State Civil Construction's bid for conformance, and they supplied all the required documentation. All State Civil Construction has an active State Certified General contracting license in good standing with no active complaints.

Neither the City nor the engineering firm of Mead and Hunt has had experience with All State Civil Construction, Inc., Mead and Hunt have contacted the three (3) references they provided in their bid documents and three (3) responded and provided feedback that All State Civil Construction, Inc., performed well on their projects, and they would consider contracting with All State Civil Construction, Inc., again.

Mead and Hunt are recommending that the bid be awarded to All State Civil Construction, Inc., in the amount of $615,960.00. Mead and Hunt's recommendation is attached as 'Exhibit D'.

FISCAL ANALYSIS:

This is budgeted in Fiscal Year 2023-2024 budget under account number 461-8110-580-6300 and project code 24SW01.

STAFF RECOMMENDATION:

Staff recommends Commission authorize the City Manager to execute a contract with All State Civil Construction, Inc., for the Tidal Backflow Preventers project in the amount of $615,960.00.

COMMISSION GOAL:

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

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

MOTION:

AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH ALL STATE CIVIL CONSTRUCTION, INC., FOR THE TIDAL BACKFLOW PREVENTERS PROJECT IN THE AMOUNT OF $615,960.00.

ATTACHMENTS:

- Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (PDF)
- Exhibit B -Bid Set Specs Rev 061924 (PDF)
- Exhibit C - BID PLAN SET - HH BACKFLOW PREVENTERS JULY 2024 (PDF)
- Exhibit D - Engineers Recommendation of Award Final (PDF)

Resolution No. 2024-68

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE RECOMMENDATION OF AWARD FOR THE TIDAL BACKFLOW PREVENTORS PROJECT TO ALL STATE CIVIL CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ALL STATE CIVIL CONSTRUCTION, INC., IN THE AMOUNT OF $615,960.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE RECOMMENDATION OF AWARD FOR THE TIDAL BACKFLOW PREVENTERS PROJECT TO ALL STATE CIVIL CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ALL STATE CIVIL CONSTRUCTION, INC., IN THE AMOUNT OF $615,960.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City received one (1) bid for the Tidal Backflow Preventers project; and

WHEREAS, the City's engineering firm of Mead and Hunt, Inc., has checked the bid for conformance and complete documentation; and

WHEREAS, Mead and Hunt, Inc., contacted all references provided in the bid documents and received positive feedback from them; and

WHEREAS, All State Civil Construction, Inc., is the only bidder with a bid of $615,960.00; and

WHEREAS, the City's engineers are recommending the contract be awarded to All State Civil Construction, Inc.

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

SECTION 1. That the City Commission of the City of Holly Hill approve the recommendation of award for the Tidal Backflow Preventers project to All State Civil Construction, Inc.

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 24th day of SEPTEMBER, 2024.

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

TIDAL BACKFLOW PREVENTERS
ITB NO. 24-SW-01

(To be completed in Duplicate)

Bidder's Name: All State Civil Construction Inc.

Submitted: 8/27, 20 24

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

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill , (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of,

TIDAL BACKFLOW PREVENTERS

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications, and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00 attached and made a part of this Bid. **The bid total is:**

Six Hundred Fifteen Nine Hundred Sixty and Zero Cents
(In Words)

Dollars $ 615,960.00 (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be substantially completed within **120 days** and final completion within **30 days** of substantial completion.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stated completion times stipulated above the sum of **$1,000 (One Thousand Dollars)** per day shall be deducted from monies due the

acceptable supplier of the particular item listed. The equipment which falls under these two categories is a shown on the subsequent pages of this Schedule of Major Manufacturers and Suppliers. Bidder is advised that the award of this Contract will be based solely on the use of Base Bid equipment.

The following comments relate only to the second category of equipment, where the Contract Documents are based upon the equipment or products available from the suppliers denoted as A, B, C, etc. below. These equipment manufacturers, along with the sole source suppliers constitute the Base Bid.

Provision is made in the Contract Documents for alternate manufacturers and suppliers whose equipment or product may be deemed equivalent in quality (see General Conditions). However, the Bidder must indicate in his Bid which Base Bid supplier he intends to use for each item of equipment listed by circling one of the listed manufacturers/suppliers. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use if an alternate is rejected, he must use the supplier listed as "A". Also, if the Bidder circles more than one listed supplier, he must use the first supplier circled (unless an alternate is approved).

If the Bidder desires to propose one or more alternate manufacturers/suppliers, he may write in the name of such alternates in the spaces provided on the Alternate Manufactures/Suppliers page following the schedule. He must, nevertheless, also circle one of the listed manufacturers/suppliers because Bidders' Bid price must be based upon this Base Bid list. Wherever an alternate supplier is proposed, the Bidder must insert the amount to be deducted from the Contract Price (either lump sum or unit price) if the alternate supplier is eventually approved. If the proposed alternate supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled supplier.

For any alternate supplier accepted by the Owner, the Contract Price will be reduced by the deductive amount stated in the Bid. However, the Contract Price will not be adjusted for any alternate supplier rejected.

Each proposed alternate will be evaluated in accordance with the General Conditions.

The deductive amount specified for alternate manufacturers/suppliers will not be used in determining the successful Bidder. Alternates will be considered only after award of the contract.

The Contractor shall reimburse the Owner for any costs directly attributable to the change in suppliers, such as additional field trips for the Engineer, additional redesign costs, additional review and inspection costs, etc.

The Owner may request and the Bidder shall supply complete information on proposed alternates prior to the Notice of Award.

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

SCHEDULE OF MAJOR MANUFACTURERS
AND SUPPLIERS

SEE ATTACHED

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

All State Civil Construction, Inc.
1301 Beville Rd. Suite 16, Daytona Beach, Fl. 32119
Phone 386-681-8105 Email cmehegan@allstatecivilconstructionfl.com

Schedule of Major Manufactures and Suppliers

Rinker Materials	Concrete Pipe
Ferguson Waterworks	Backflows and connections
Mack Concrete	Concrete Structures
Cemex	Concrete
P&S Paving	Asphalt
Sula Sod	Sod
Drewery	Base Materials

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

ALTERNATE MANUFACTURERS/SUPPLIERS

EQUIPMENT ITEM MATERIAL	SPEC. SECTION	ALTERNATIVE MANUFACTURER / SUPPLIER (LIST ONE ONLY)	DEDUCTIBLE AMOUNT (indicate whether lump sum or unit price) ALTERNATE
1. N/a			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

8-22-24

Name (signature) Date

Chris Mehegan

Name (typed and printed)

President

Title

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____

Addendum No. _____ Dated:
Addendum No. _____ Dated:
Addendum No. _____ Dated:

Attached hereto is a cashier's check on the _____ Bank of _____ or Bid Bond for the sum of Thirty Thousand Seven Hundred Ninety Eight Dollars ($ 30,798.00 _____), made payable to City of Holly Hill (Owner).

All State Civil Construction Inc.
(Name of Bidder) (Affix Seal)

(Signature of Officer)

President
(Title of Officer)

All State Civil Construction Inc.
Name of Bidder

1301 Beville Rd Suite 16
Address

Daytona Beach, Fl. 32119
City/State/Zip

386-681-8105
Telephone

CGC 1525137 CUC 1225777
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

Chris Mehegan President 3602 Socha Way, Port Orange, Fl. 32129

Michael Anderson Treasurer 6172 Del Rio Drive, Port Orange, Fl. 332127

END OF SECTION

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

SECTION 00 31 00
SCHEDULE OF UNIT PRICES
CITY OF HOLLY HILL

TIDAL BACKFLOW PREVENTERS
ITB NO. 24-SW-01

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
A.	***PRELIMINARY ITEMS***				
1	Mobilization	1	LS	56,500.00	56,500.00
2	Erosion and Sediment Control	1	LS	4,000.00	4,000.00
3	Preconstruction Video	1	LS	4,500.00	4,500.00
4	Field Locate and Expose Existing Utilities	1	LS	17,500.00	17,500.00
B.	***FURNISH AND INSTALL BACKFLOW PREVENTORS***				
1	7th STREET LOCATION				
	a) Install blockage in pipe to prevent backflow	1	LS	4,850.00	4,850.00
	b) Remove 8 feet of existing 18" RCP	1	LS	2,500.00	2,500.00
	c) Install 8 LF 18" RCP pipe with backflow preventer	1	LS	39,500.00	39,500.00
	d) Restore area	1	LS	3,500.00	3,500.00
2	NORTH OF PARK ENTRANCE				
	a) Install blockage in pipe to prevent backflow	1	LS	3,685.00	3,685.00
	b) Remove 8 feet of existing 12" RCP	1	LS	3,000.00	3,000.00
	c) Install 8 LF 12" RCP pipe with backflow preventer	1	LS	29,650.00	29,650.00
	d) Restore area	1	LS	3,950.00	3,950.00
3	558 RIVERSIDE DRIVE -10"				
	a) Install blockage in pipe to prevent backflow	1	LS	3,950.00	3,950.00
	b) Remove existing inlet, apron and 8 LF of 10" RCP	1	LS	3,000.00	3,000.00
	c) Install new inlet, 10" HDPE pipe with backflow preventer and a	1	LS	48,500.00	48,500.00
	d) Restore area	1	LS	5,000.00	5,000.00
4	538 RIVERSIDE DRIVE - 18"				
	a) Install blockage in pipe to prevent backflow	1	LS	4,250.00	4,250.00
	b) Remove existing inlet, and 8 LF of 18" RCP	1	LS	3,000.00	3,000.00
	c) Install new inlet, 18" RCP pipe with backflow preventer	1	LS	39,750.00	39,750.00
	d) Restore area	1	LS	6,850.00	6,850.00
5	520 RIVERSIDE DRIVE- 12"				
	a) Install blockage in pipe to prevent backflow	1	LS	4,250.00	4,250.00
	b) Remove existing inlet and 8 LF of 12" RCP	1	LS	3,000.00	3,000.00
	c) Install new structure and 12" RCP pipe with backflow preventer	1	LS	31,000.00	31,000.00
	d) Restore area	1	LS	3,500.00	3,500.00
6	5TH STREET LOCATION				
	a) Install blockage in pipe to prevent backflow	1	LS	3,500.00	3,500.00
	b) Remove 8 LF of existing 18" RCP	1	LS	3,000.00	3,000.00
	c) Install 8 LF 18" HDPE pipe with backflow preventer	1	LS	34,850.00	34,850.00
	d) Restore area	1	LS	2,850.00	2,850.00
7	3rd STREET LOCATION				
	a) Install plug in 42" pipe	1	LS	4,850.00	4,850.00
	b) Remove existing 6-ft dia manhole, inlet and 8LF 42" RCP	1	LS	3,000.00	3,000.00
	c) Furnish and Install new MH, inlet and 42" Backflow Preventer	1	LS	121,000.00	121,000.00
	d) Restore area	1	LS	3,575.00	3,575.00

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

SECTION 00 31 00
SCHEDULE OF UNIT PRICES
CITY OF HOLLY HILL

TIDAL BACKFLOW PREVENTERS
ITB NO. 24-SW-01

ITEM NO.	*DESCRIPTION*	*QTY*	*UNIT*	*UNIT COST*	*TOTAL*
8	2nd STREET LOCATION				
	a) Install plug in 42" pipe	1	LS	8,450.00	8,450.00
	b) Remove 8LF 42" RCP	1	LS	3,000.00	3,000.00
	c) Furnish and Install 8LF 42" RCP and 42" Backflow Preventor	1	LS	75,000.00	75,000.00
	d) Restore area	1	LS	3,500.00	3,500.00
C.	***GENERAL***				
1	Compliance with Florida "Trench Safety Act"	1	LS	8,450.00	8,450.00
2	Unsuitable Material Excavation	1	CY	750.00	750.00
3	Crushed Rock or Shell Trench Subgrade Material	1	CY	750.00	750.00
4	Rock Excavation	1	CY	750.00	750.00
5	As-Built Plans	1	LS	9,500.00	9,500.00
				BASE BID TOTAL	615,960.00

Submitted by: ALL STATE CIVIL CONSTRUCTION, INC
Contractor: [signature]
Address: 1301 BEVILLE ROAD, #16 DAYTONA BEACH, FL 32119
Telephone: 386-681-8105 Fax: _____
State of Florida Certified General Contractor or Underground Contractor (Required Information)
Licensee: MICHAEL ANDERSON License No: CGC1525137
CUC 1225777

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

All State Civil Construction, Inc.
1301 Beville Rd. Suite 16, Daytona Beach, Fl. 32119
Phone 386-681-8105 Email cmehegan@allstatecivilconstructionfl.com

Workload

Currently at this time All State Civil Construction Inc. will be constructing

City of Port Orange Lift Station Rehab. Start October with lead time for materials.

Bible Baptist Church started August 5, 2024 for 60 days

Orielly's Deland starts September 2024

Volusia County Septic and Force main September 2024

Our company phone number is the president of the company's phone and can be reach 24 hours of the day. Can be mobilized by open of business day.

We pride ourselves on a quality job, we always adapt to the scope of work, and we make ourselves available always as needed.

Respectfully Submitted,

Chris Mehegan

President

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

All State Civil Construction, Inc.
1301 Beville Rd. Suite 16, Daytona Beach, Fl. 32119
Phone 386-681-8105 Email cmehegan@allstatecivilconstructionfl.com

Equipment:

PC88	2019 Komatsu
PC210	2021 Komatsu
PC360	2019 Komatsu
WA270	2016 Komatsu
WA270	2019 Komatsu
WA250	1996 Komatsu
299D	2021 CAT

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

Chris Mehegan

President

Experience

2000-2015
Project Manager at Orion Construction Company
Install Underground Utilities, Directional Drill, Clean & CCTV Sewer and Storm. Clean and maintenance Lift Stations

2015-2017
Pipe Foreman at Tomoka Construction
Install Underground utilities

2017-2019
Superintendent at Mercon Construction
Oversee projects from start to finish. Material orders. In charge of all subcontractors

2019- Present
President at All State Civil Construction

Oversee company. Bid, purchase material, and install utilities

Education

1994-1998
Spruce Creek High School

Skills

- Creativity
- Leadership
- Organization
- Problem solving
- Teamwork

Contact

1301 Beville Rd. Suite16
Daytona Beach, FL 32119
386-681-8105

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

Michael R. Anderson, P.E., C.G.C.
Professional Engineer, General Contractor
6172 Del Rio Drive, Port Orange, FL 32127
386-299-6641
mranderson@bonedryflorida.com

AREAS OF EXPERTISE

- State of Florida Licensed Civil Engineer
- State of Florida Certified General Contractor
- State of Florida Certified Underground Utility Contractor
- Heavy Civil Construction Project Management
- FDOT Heavy Civil Construction Project Manager
- Civil Design / Land Development
- Site and Underground Utilities Construction
- Computer Automated Design and Drafting
- Construction Document Preparation
- Design Project Management
- Construction Engineering Inspection
- Permitting
- Heavy Equipment Operator
- Construction Material Sales

LOCATION OF RESIDENCE

- Port Orange, FL

EDUCATION

- A.A., Pre-Engineering,
- Pensacola Junior

REPRESENTATIVE EXPERIENCE

Mr. Anderson's 23 years of experience in heavy civil construction and civil engineering land development design encompasses a wide variety of projects with depth, ranging from new construction on undisturbed land to re-development. He has an expansive career involved with underground utilities, FDOT roadways and trail projects to stormwater master plans, urban land development, site design and development, and various other miscellaneous civil engineered projects. His experience includes but is not limited to: general site and civil infrastructure design and construction; design build; maintenance of traffic and pedestrians; erosion and sedimentation countermeasures; stormwater infrastructure design, modeling, permitting, and construction; complete construction document preparation, permitting, and construction; heavy civil project management; management of sub-consultants (architectural, geotechnical, structural, environmental, and surveying), management of sub-contractors (underground utilities, grading, paving, signage and striping, signalization, specialty, etc.); plan review and quantity takeoffs; cost estimating; preparation of project specifications; bid cost proposal preparation; construction inspection and construction administration. His permitting experience includes: Water Management Environmental Resource and Construction Dewatering Permits; Florida Department of Environmental Protection permits (NPDES permits, Coastal Construction Control Line permits, and construction permits for water, sewer, and stormwater); the Florida Fish and Wildlife Conservation Commission marine and gopher tortoise permits; Florida Department of Transportation driveway and utility connection permits; local site plan permits; and building permits for construction.

Relevant project experience:

- **Fountain Beach Resort Parking Lot Improvements (Daytona Beach, FL):** This was a private project for the International Beach Club Condo Association that Mr. Anderson completed with Bone Dry Dewatering, LLC. This $68,000 project consisted of demolishing an existing mini-golf course and constructing a 4,500 square feet parking lot using grass filled turf-blocks for the drivable surface. The project also included the construction of a 40 feet long by five feet high solid-filled concrete masonry unit wall with footer, concrete sidewalks and curbing, landscaping and irrigation, and paver installation. Mr. Anderson was responsible for estimating and procurement of all materials, labor, and sub-contractors required to complete the project. He was also the onsite superintendent and heavy equipment operator that completed the project. This project was completed on-time and within budget.

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

Michael R. Anderson, P.E., C.G.C.
Professional Engineer, General Contractor
6172 Del Rio Drive, Port Orange, FL 32127
386-299-6641
mranderson@bonedryflorida.com

College, 1999
- B.S., Agricultural and Biological Engineering, University of Florida, 2001
- Sales Engineering Certificate, University of Florida, 2001

REGISTRATION

- State of Florida Certified General Contractor (CGC1525137)
- Professional Engineer, State of Florida (66624)
- Florida Department of Environmental Protection – Stormwater, Erosion, and Sedimentation Control Inspector (8119)
- Advanced MOT

PROFESSIONAL HISTORY

- All State Civil Construction, Inc., Owner/Project Manager/Estimator, 2021 – Present
- Zahn Engineering, Project Engineer, 2020 - Present
- Bone Dry Design Build, Inc, Owner/Project Manager, 2018 - Present
- Bone Dry Dewatering, LLC, Owner/Project Manager, 2016 - Present

- **CRA Utility Undergrounding Streetscape & Stormwater Improvements – Phase IIA (Flagler Beach, FL)**: Mr. Anderson was the construction project manager for the general contractor (Westwind Contracting, Inc.) awarded this City of Flagler Beach Capital Improvement Project. The project was approximately $1.3 million, located in downtown Flagler Beach, and included downtown redevelopment of City streets with the installation of new stormwater drainage infrastructure and exfiltration pipes. This project also included the construction of an underground stormwater exfiltration retention area consisting of several rows of 36-inch diameter perforated, corrugated HDPE exfiltration pipe, potable water replacement, sanitary sewer replacement, sidewalk and driveway removal and replacement, turf-block parking installation, and complete roadway rebuild and paving. Mr. Anderson was responsible for all aspects of procurement of equipment, materials, and manpower. He was also responsible for scheduling, budgeting, budget tracking, billing, and collection for the project. In addition, Mr. Anderson was responsible for coordinating and contracting with sub-contractors that were required to complete the work. This project was completed on-time and within budget.

- **East 7th Avenue Drainage Improvements (Mount Dora, FL)**: Mr. Anderson was the construction project manager at Masci General Contractor, Inc. who was responsible for constructing the project. This project was a City of Mount Dora Capital Improvement Project costing approximately $1.8 million located in downtown Mount Dora. It consisted of the installation of new stormwater drainage infrastructure, including an underground stormwater exfiltration retention area, constructed of several rows of 102" diameter perforated corrugated metal exfiltration pipes, located in Donnelly Park. The project also included potable water main relocations, sanitary sewer main and service relocations, sidewalk and driveway removal and replacement, concrete slabs, and complete roadway rebuild, including paving. Mr. Anderson was responsible for all aspects of procurement of equipment, materials, and manpower. He was also responsible for scheduling, budgeting, budget tracking, billing, and collection for the project. In addition, Mr. Anderson was responsible for coordinating and contracting with subcontractors that were required to complete the work. This project was completed on time and within budget.

- **Atlantic Avenue Sidewalk (Wilbur by the Sea, FL):** This was a Volusia County Capital Improvements project that Mr. Anderson

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

Michael R. Anderson, P.E., C.G.C.
Professional Engineer, General Contractor
6172 Del Rio Drive, Port Orange, FL 32127
386-299-6641
mranderson@bonedryflorida.com

- Quentin L. Hampton Associates, Project Manager, 2016 – 2017
- Masci General Contractors, Inc., Project Manager, 2014-2016
- City of Port Orange, FL, Community Development Engineer, 2012-2014
- Westwind Contracting, Inc., Bunnell, FL, Project Manager and Staff Engineer, 2009 - 2012
- Singhofen & Associates, Inc., Palm Coast, FL, Branch Manger/Project Manager/Project Engineer, 2004 - 2008
- CPH Engineers, Inc., Palm Coast, FL, Project Engineer, 2003 - 2004
- LBFH, Inc., West Palm Beach, FL, Project Engineer, 2002 - 2003
- University of Florida, Gainesville, FL, Engineering Intern Research Assistant, 2001
- United States Navy, Hospital Corpsman, 1990 - 1994

AFFILIATIONS

- Order of the Engineer, 2001 - Present
- American Society of Civil Engineers, 2002 -

was the construction project manager for Masci General Contractor, Inc., the awarded general contractor. The project was approximately one mile long for a cost of $2.8 million, which included the installation of new concrete sidewalks, new stormwater drainage infrastructure, including inlets and 24-inch diameter exfiltration pipes, and new road re-construction. The project also included the construction of a new 8-inch potable water main which was intended to replace an older active water main that conflicted with the proposed drainage infrastructure. New water service connections were required for all the existing utility customers that were located within the project area. Mr. Anderson was responsible for all aspects of procurement of equipment, materials, and manpower. He was also responsible for scheduling, budgeting, budget tracking, billing, and collection for the project. In addition, Mr. Anderson was responsible for coordinating and contracting with subcontractors that were required to complete the work. This project was completed on time and within budget.

- **SR-426 (Aloma Ave) and SR -436 (Semoran Blvd) Intersection Improvements (Winter Park, FL):** Mr. Anderson was the construction project manager for the general contractor, Masci General Contractor, Inc., responsible for constructing this FDOT heavy civil roadway reconstruction project. The project was over $2.8 million and included the complete demolition and rebuilding of one of the busiest intersections in Orange County. The project included demolition, new roadway construction, concrete curbs, medians, and sidewalks, large stormwater pipe and inlet construction, and the installation of a new signalization system with the demolition of the old. Due to traffic loads, this project was primarily constructed at night and often required the complete closure of the intersection, which Mr. Anderson was entirely responsible for completing safely. He was responsible for project material and sub-contractor buy-out, project scheduling, site supervision, and overall project management. He was also responsible for budgeting, budget tracking, billing, and collection for the project. In addition, Mr. Anderson was responsible for coordinating and contracting with subcontractors that were required to complete the work. This project was completed on time and within budget.

- **Graham Swamp Multi-Use Trail (City of Palm Coast)**: Mr. Anderson was the construction manager for the general contractor, Westwind Contracting, Inc., responsible for building the project.

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

Michael R. Anderson, P.E., C.G.C.
Professional Engineer, General Contractor
6172 Del Rio Drive, Port Orange, FL 32127
386-299-6641
mranderson@bonedryflorida.com

present

- Florida Engineering Society, 2002 - Present
- National Society of Professional Engineers, 2002 - Present

The project was an approximately $1.2 million Capital Improvement Project located in the City of Palm Coast and included a multi-use pathway with boardwalks and steel bridges crossing major drainage canals. Mr. Anderson was responsible for project estimating and bidding, project material and sub-contractor buy-out, project scheduling, site supervision, and overall project management. He was also responsible for budgeting, budget tracking, billing, and collection for the project. In addition, Mr. Anderson was responsible for coordinating and contracting with subcontractors that were required to complete the work. This project was completed on time and within budget.

- **Tensolite Expansion (St. Augustine):** Mr. Anderson was the construction project manager for Westwind Contracting, Inc. on this private project. The project consisted of civil site work related to an 18,750 square feet manufacturing building addition. The project was valued at approximately $1 million and included construction of underground stormwater drainage infrastructure, storm water ponds, new curbing, and roadway and parking lot construction. As an issue became apparent, Mr. Anderson became responsible for the project storm water design revisions during construction. He was also responsible for estimating and bidding, project material and sub-contractor buy-out and coordination, project scheduling, site supervision and labor, heavy equipment operation, 3-dimensional earthwork modeling, and overall project management. This project was completed on time and within budget.

- **East Central Regional Rail Trail Segment 1 & 2 (Volusia County):** Mr. Anderson was the construction project manager for Westwind Contracting, Inc., who was awarded the project. This $2.1 million project was a Volusia County Local Agency Program Capital Improvements Project located in Enterprise, Florida and was a critical link to the Florida East Central Regional Trail system. It included over 6-miles of an asphalt paved multi-use path and boardwalks located on an old railroad bed through undeveloped wooded areas. This project also included concrete driveways and curbing, grading, stormwater drainage installation, signage and striping, and fence construction Mr. Anderson was responsible for all aspects of the project including estimating and bidding, project material and sub-contractor buy-out, project scheduling, site supervision and labor, heavy equipment operation, and overall project management. This project was completed on time and within budget.

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Professional Engineer, General Contractor
6172 Del Rio Drive, Port Orange, FL 32127
386-299-6641
mranderson@bonedryflorida.com

- **Herbert Street Sidewalk Southside (Port Orange, FL):** City of Port Orange Project Manager for a new sidewalk Capital Improvements Project. This project was a City project and included the construction of approximately 0.6 miles of new eight-feet wide concrete sidewalk, concrete driveways, and concrete retaining walls. Mr. Anderson also performed as the Construction Engineering Inspection manager, inspector, and LAP administration during construction. This project was completed by the Contractor on-time and under budget.

- **Seminole Wekiva Multi-Use Trail:** This project was a Seminole County Capital Improvement, Local Agency Program project which Mr. Anderson was the construction project manager for the general contractor awarded the project, Masci General Contractor, Inc. This project was approximately $2.4 million and included the construction of an asphalt paved multi-use pathway along an old railroad bed. The project also included new retaining walls with handrails, signage, striping, and gopher tortoise relocation efforts prior to construction activities. Mr. Anderson was responsible for all aspects of the project including but not limited to estimating and bidding, project material and sub-contractor buy-out, project scheduling, site supervision and labor, equipment operation, and overall project management. This project was completed on-time and within the budgeted amount.

- **SR-600 John Young Parkway (Kissimmee, FL):** Mr. Anderson was the construction project manager for Masci General Contractor, Inc., the general contractor responsible for constructing this 1.4 mile FDOT heavy civil roadway reconstruction project. The project was over $14 million and included the complete demolition and rebuilding of SR-600 (John Young Parkway) from US 192 to Clay Street. It also included the construction of new stormwater ponds and infrastructure, removal and replacement of potable water and sanitary sewer mains. Mr. Anderson was responsible for all aspects of the project including procurement of equipment, materials, and manpower. He was also responsible for obtaining construction dewatering permits, scheduling, budgeting, budget tracking, billing, and collection for the project. In addition, Mr. Anderson was responsible for coordinating and contracting with sub-contractors that were required to complete the work. During this project, because of design issues, the FDOT requested Mr. Anderson to provide an engineering design for the projects main stormwater outfall for the project and the relocation of an active water main,

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Michael R. Anderson, P.E., C.G.C.
Professional Engineer, General Contractor
6172 Del Rio Drive, Port Orange, FL 32127
386-299-6641
mranderson@bonedryflorida.com

which were both permitted and constructed. This project was completed on-time and within the budgeted amount.

- **Kissimmee Multi-Use Trail:** Mr. Anderson was the construction project manager for Westwind Contracting, Inc., which was a sub-contractor to the general contractor awarded this City of Kissimmee Capital Improvement Project. The sub-contracted scope of work was approximately $800,000 and consisted of constructing only the site work portion of the project. Mr. Anderson's scope included installation of stormwater drainage infrastructure, roadway construction, including an asphalt paved multi-use pathway, concrete sidewalk construction, and FDOT style retaining walls. Mr. Anderson was responsible for project estimating and bidding, project material and sub-contractor buy-out and coordination, project scheduling, site supervision and labor, and overall project management. This project was completed on-time and within budget.

- **Additional Construction Project Experience:** Mr. Anderson has worked as the construction project manager on many other heavy civil, utility, and site construction projects, all of which were similar in nature varying in value from $30,000 to $5.5 million. These projects generally consisted of demolition, the installation of stormwater drainage infrastructure, construction of new water and sewer mains, relocating utilities, concrete curb, medians, sidewalk and driveway construction, grading, road building and rebuilding, retaining walls, etc. Most of these projects included material and sub-contractor quote solicitation and buy-out, in addition to many other project management tasks required to complete a heavy civil project.

REPRESENTATIVE SOFTWARE

Mr. Anderson's experience with respect to software includes Earthwork 3D, stormwater modeling using ICPR version 3, secondary drainage system design using Hydraflow, Autodesk Field Survey, and computer aided design using AutoCAD, AutoCAD Civil 3D, and MicroStation. In addition, he is proficient in the use of many other computer programs including MathCAD and many Microsoft Office tools such as Word, Excel, PowerPoint, and Project.

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of bidder. All State Civil Construction Inc.

B. Permanent main office address. 1301 Beville Rd Suite 16 Daytona Beach Fl. 32119

C. When organized. 2-10-2020

D. If a corporation, where incorporated. Florida

E. How many years have you been engaged in the contracting business under your present firm or trade name? 4 years

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) see attached

G. General character of work performed by your company. General and Underground Utilities

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why? no

H.(2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. none

I. Have you ever defaulted on a contract? If so, where and why? no

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. see attached

K. List your major equipment see attached.

L. Experience in construction work similar in type to this project. Over 20 years

M. Background and experience of the principal members of your organization, including the officers. see attached

N. Credit available: $ 2 million

O. Give bank reference: Intracoastal Bank

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? yes upon award

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at Wed this 21st day of August, 2024.

All State Civil Construction Inc.
Name of Bidder

By: President
Title

State of Florida

County of Volusia

Chris Mehegan being duly sworn deposes and says that

he is the President of All State Civil Construction Inc. and that

the answers to the All State Civil Construction Inc. foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this 21 day of August, 2024, by means of physical presence.

Notary Public

Tatyana Hoke
Notary Public (Print or Type)

Tatyana Hoke
(Print, type, or stamp name of notary public)
[ ] Personally Known (OR)
[X] Produced Identification
Florida Driver License
(Type of identification produced)

My commission expires: 05/07/2027

TATYANA HOKE
Notary Public - State of Florida
Commission # HH 391760
My Comm. Expires May 7, 2027

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

SECTION 00 33 00
LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
Survey	Upham Surveying	1) City of Daytona Beach 2) City of South Daytona 3) City of Port Orange
VIDEO	LP VIDEO PRODUCTION	1) City of Daytona Bch 2) Volusia County 3) New Smyrna Utilities
VACUUM TRUCK	APS	1) City of Daytona Bch 2) Volusia County 3) Deland City
		1) 2) 3)

END OF SECTION

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

SECTION 00 33 10
LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

* See Attached

NO.	PROJECT	OWNER	DESCRIPTION/COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1					
2					
3					

END OF SECTION

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

EXPERIENCE/COMPLETED PROJECTS

Firm's Name: All State Civil Construction, Inc.

List below the requested information concerning projects your organization has completed for the type of work required in this project (Use additional sheets, if necessary). **A minimum of three (3) of the listed projects must have been completed for agencies/entities other than the County of Volusia.**

Project Description	Project Location	Contract Value	Owner's Name, Address, Phone, and E-mail
Septic to sewer. Installed new sewer connection / Removed existing septic tank and drain field	Oak Hill	$66,798.00	Robert Wolaver, 129 E Halifax Ave, Oak Hill FL, Ph#530-263-3016 / E: rwolaver@icloud.com
8" Clay sewer repair	City of South Daytona	$55,000.00	City of South Daytona / Mark Smith P.O. Box 214960 Soth Daytona, FL 32121 PH#386-322-3083 / E: msmith@southdaytona.org
8" Clay Sewer Repair	City of South Daytona	$30,473.00	City of South Daytona / Mark Smith P.O. Box 214960 Soth Daytona, FL 32121 PH#386-322-3083 / E: msmith@southdaytona.org
20" Reclaim Water Repair	City of Daytona Beach	$43,900.00	City of Daytona Beach / Jeff Lane 301 S. Ridgewood Ave, Daytona Beach, FL 32114 PH# 407-314-8675 / E: Lanejeff@codbb.us
Storm Drain rehab. Install H-Inlets, 48" pipe and Mitered Ends	City of Daytona Beach	$232,770.00	City of Daytona Beach / Frank O'Keefe 301 S. Ridgewood Ave, Daytona Beach, FL 32114 PH# 386-671-8866 / E: okeefefrank@codb.us
Peel Ave. Sewer Extension. Installed new 8" sewer main and Water main in existing neighborhood	City of Orlando	$845,000.00	Harvey Newsome / Southern Design & Development 15911 Johns Lake Rd, Clermont FL 34711

SECTION 00 41 00
BID BOND

* See Attached

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal and _____ of the City of _____State of _____, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the _____ hereinafter called the Owner, in the sum of _____Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

TIDAL BACKFLOW PREVENTERS

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____(Seal)

IN PRESENCE OF:

_____ _____(Seal)

_____ _____(Seal)
Individual or Partner

Witness

_____

_____
Address

_____
Corporate Principal

ATTEST:

_____ _____
President AFFIX
CORPORATE SEAL

_____

_____
Address

By_____
AFFIX
CORPORATE SEAL

_____
Corporate Surety

ATTEST:

_____ _____
Title

END OF SECTION

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

SECTION 00 41 00
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, All State Civil Construction Inc. as Principal and The Gray Insurance Company of the City of Metairie State of Louisiana, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the City of Holly Hill hereinafter called the Owner, in the sum of Five Percent of Attached Bid Dollars ($ 5%) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of: ITB NO. 24-SW-01

TIDAL BACKFLOW PREVENTERS

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 27th day of August, 2024 the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

_____ (Seal)

_____ (Seal)

_____ (Seal)
Individual or Partner

_____
Witness

_____

_____
Address

All State Civil Construction Inc.
Corporate Principal

ATTEST:
Secretary

_____
President AFFIX CORPORATE SEAL

1301 Beville Road, Suite 16

Daytona Beach, FL 32119
Address

The Gray Insurance Company
Corporate Surety

ATTEST:
Seanna Maguire, Client Service Representative

_____
Title Greg Angel, Attorney-in-Fact

END OF SECTION

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

SECTION 00 47 00

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal **or** Contract No. 24-SW-01 for City of Holly Hill.

This sworn statement is submitted by All State Civil Construction Inc. whose business address is 1301 Beville Rd Suite 16 Daytona Beach, Fl. 32119 and (if applicable) its Federal Employer Identification Number (FEIN) is 84-4099160. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Chris Mehegan any my relationship to the entity named above is President.

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a),** Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

__X__ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

(Signature) _____ Date: 8/21/2024

State of Florida County of Volusia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Chris Mehegan who, after first being sworn by me, affixed his/her signature in the space provided above on this 21 day of August, 2024, by means of physical presence.

Tatyana Hoke
(Print, type, or stamp name of notary public)

[ ] Personally Known (OR)

[X] Produced Identification

Florida Driver License
(Type of identification produced)

Notary Public

My Commission Expires: 05/07/2027

TATYANA HOKE
Notary Public - State of Florida
Commission # HH 391760
My Comm. Expires May 7, 2027

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

SECTION 00 48 00
ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: All State Civil Construction Inc.

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: President

ADDRESS: 1301 Beville Rd Suite 16

CITY AND STATE: Daytona beach, Fl. 32119

TELEPHONE: 386-681-8105

COMPLETION TIME: 120 days

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) _____

_____

_____

END OF SECTION

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfaction participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____
VENDOR'S SIGNATURE

END OF SECTION

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 24-SW-01

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

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

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: All State Civil Construction Inc.

Authorized representative (printed): Chris Mehegan

Authorized representative (signature): _____

Date: 8/21/2024

END OF SECTION

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

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
All State Civil Construction Inc.

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.)
1301 Beville Rd Suite 16

Requester's name and address (optional)

City, state, and ZIP code
Daytona Beach, Fl. 32119

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
84 4099160

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** ▶ [signature] **Date** ▶ 8/21/2024

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 - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

Affidavit of E-Verify Requirements Compliance

ITB 22-SW-05 Riverside Stormwater Backflow Preventers

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

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

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

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

All State Civil Construction Inc.

Consultant/Contractor Name and Address

Signature

Chris Mehegan President

Name and Title

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

SECTION 00 49 00
TRENCH SAFETY AFFIDAVIT

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description)	Cost
Trench Box	8450-

Eight Thousand Four Hundred Fifty Dollars Zero Cents
(Cost in Words)

TOTAL $ 8450-

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: All State Civil Construction Inc.

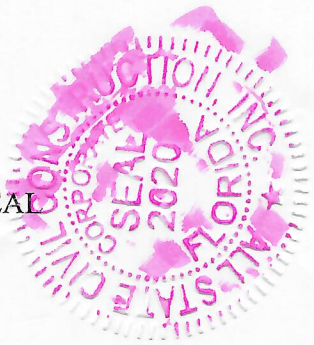
DATE: 8/21/2024 BY: [signature]

(Additional sheets shall be attached, as needed and, items shall be organized to correspond with the bid format)

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Chris Mehegan, certify that I am the President of the corporation named as Principal in the within Bid Bond; that Chris Mehegan who signed the said Bid Bond on behalf of the Principal was then President of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

AFFIX CORPORATE SEAL



END OF SECTION

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

SunBiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
ALL STATE CIVIL CONSTRUCTION, INC.

Filing Information

Document Number	P20000011379
FEI/EIN Number	84-4099160
Date Filed	02/10/2020
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/10/2021
Event Effective Date	NONE

Principal Address

3602 SOCHA WAY
PORT ORANGE, FL 32129

Changed: 07/25/2022

Mailing Address

3602 SOCHA WAY
PORT ORANGE, FL 32129

Changed: 07/25/2022

Registered Agent Name & Address

Kevco, Inc.
214 Loomis Ave
Daytona Beach, FL 32114-4918

Name Changed: 04/26/2023

Address Changed: 04/26/2023

Officer/Director Detail

Name & Address

Title President

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

MEHEGAN, CHRISTOPHER
3602 Socha Way
Port Orange, FL 32129

Title Treasurer

Anderson, Michael Ryan
6172 Del Rio Drive
Port Orange, FL 32127

Annual Reports

Report Year	Filed Date
2022	04/28/2022
2023	04/26/2023
2024	04/30/2024

Document Images

04/30/2024 -- ANNUAL REPORT	View image in PDF format
04/26/2023 -- ANNUAL REPORT	View image in PDF format
04/28/2022 -- ANNUAL REPORT	View image in PDF format
09/09/2021 -- Off/Dir Resignation	View image in PDF format
05/10/2021 -- Amendment	View image in PDF format
04/19/2021 -- ANNUAL REPORT	View image in PDF format
02/10/2020 -- Domestic Profit	View image in PDF format

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ANDERSON, MICHAEL RYAN

ALL STATE CIVIL CONSTRUCTION, INC.
1301 BEVILLE ROAD
#16
DAYTONA BEACH FL 32119

LICENSE NUMBER: CGC1525137

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/27/2024

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.

Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

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

ANDERSON, MICHAEL RYAN

ALL STATE CIVIL CONSTRUCTION, INC.
1301 BEVILLE ROAD
#16
DAYTONA BEACH FL 32119

LICENSE NUMBER: CUC1225777

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/27/2024

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.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/15/2024

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
Kelly White & Associates Insurance, LLC
1622 Hickman Road
Jacksonville FL 32216

CONTACT NAME: Crystal Pounders
PHONE (A/C, No, Ext): 904-880-8881 **FAX (A/C, No):**
E-MAIL ADDRESS: crystal@kwhiteinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Clear Blue Specialty Insurance	
INSURER B : AmGUARD Insurance Company	
INSURER C :	
INSURER D : American Longshore Mutual Association LTD	
INSURER E : AGCS Marine Insurance Company	
INSURER F :	

INSURED
All-State Civil Construction, Inc.
3602 Socha Way
Port Orange FL 32129

COVERAGES **CERTIFICATE NUMBER:** ALL-24071511310944 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			AR01-RS-2405784-01	02/21/2024	02/21/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY X SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ALAU446876	07/31/2023	07/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						PIP EACH OCCURRENCE AGGREGATE	$ 10,000 $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	ALMA-021623-040342-02	02/16/2024	02/16/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	Includes USL&H $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Rented/Leased Equipment			MXI9307982421491	03/10/2024	03/10/2025		340,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Names will Be Added Upon Award

CERTIFICATE HOLDER
FL 32129

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
Kelly White

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Attachment: Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (2024-R-68 : Tidal Backflow Preventers

PROJECT MANUAL

TIDAL BACKFLOW PREVENTERS

Bid Set

ITB NO. 24-SW-01

Mead & Hunt, Inc.
Project # 1000710-210791.01

HOLLY HILL
FLORIDA

Prepared for:

City of Holly Hill

July 2024

Mead&Hunt
4401 Eastport Parkway
Port Orange, Fl 32127
Phone: 386-761-6810
www.meadhunt.com

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

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CITY OF HOLLY HILL
TIDAL BACKFLOW PREVENTERS
ITB NO. 24-SW-01

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00 10 00	Instruction to Bidders
00 30 00	Proposal
00 31 00	Schedule of Unit Prices
00 32 00	Statement of Bidder's Qualifications
00 33 00	Listing of Subcontractors
00 33 10	Listing of Previous Experience
00 41 00	Bid Bond
00 47 00	Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
00 48 00	Anti-Collusion Statement
00 48 50	Drug Free/Tie Preference Statement
00 48 60	Compliance with Public Records Law
00 48 70	W-9 Request for Taxpayer Identification
00 48 80	Affidavit of E-Verify Form
00 49 00	Trench Safety Affidavit
00 50 00	Agreement
00 62 00	Certificate as to Corporate Principal
00 64 00	Payment and Performance Bond and Public Construction Bond
00 65 00	Certificate of Insurance for Public Liability & Property Damage
00 66 00	Affidavit Regarding Workman's Compensation
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00 67 00	Contractor's Statement Under Oath, To Owner
00 68 00	Receipt and Release
00 69 00	Consent of Surety For Final Payment
00 70 00	Standard General Conditions of the Construction Contract
00 70 50	Release of All Claims
00 80 00	Supplementary Conditions
00 80 00A	Contractor's Standard Insurance Requirement and Indemnification Clause
00 84 00	Contractor Request for Information (RFI)
00 84 10	Notice of Award Form
00 84 20	Notice to Proceed Form
00 84 30	Change Order Form
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00 84 60	Materials Stored on Site Form
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00 84 90	Contractor's Final Release of Lien

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

DIVISION 1 – GENERAL REQUIREMENTS

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01 29 76	Progress Payment Procedure
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32 90 00	Planting

DIVISION 46 – MIXERS

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REFER TO LATEST VERSION OF FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION FOR SECTIONS NOT INCLUDED HEREIN

END OF TABLE OF CONTENTS

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 00 02 00
INVITATION TO BID
CITY OF HOLLY HILL, FLORIDA
TIDAL BACKFLOW PREVENTERS
ITB NO. 24-SW-01

Notice is hereby given that the City of Holly Hill, Florida is accepting bids for:

TIDAL BACKFLOW PREVENTERS

Sealed bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, ***until 10:00 a.m., August 27, 2024*** at which time and place all proposals received shall be publicly opened and read aloud in the City Hall.

There will be a non-mandatory pre-bid meeting for this project ***at 10:00 a.m. on July 30, 2024.*** The meeting will be held in the Commission Chambers, located in City Hall, 1065 Ridgewood Avenue, Holly Hill, FL 32117.

Description of Work:

Installation of up to eight (8) tidal backflow preventers on existing storm outfalls along Riverside Drive between 2nd Street and 7th Street.

Copies of the bid documents may be obtained electronically from VendorLink at www.myvendorlink.com. Any addenda to these bid documents will be posted on the VendorLink website. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for this project. All questions should be directed **in writing** to bidsDAB@meadhunt.com. Questions to be submitted no later than 5:00 p.m. on ***August 20, 2024.***

A certified check or bank draft, payable to the City of Holly Hill, Florida, or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid, shall be submitted with each bid. NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Holly Hill, Florida.

Upon award, the successful bidder will be required to furnish and pay for a satisfactory Contract one hundred percent (100%) Performance Payment Bond which must be recorded by the Clerk of the Court, Volusia County, and enter into a Contract for Services with the City of Holly Hill.

All bidders are required to complete and submit the "Public Entity Crime Sworn Statement", Form #PUR 7068, as designated by Florida Statutes, Section 287.133(3)(a), with their bids.

The City of Holly Hill is not responsible for the U.S. mail or private carriers or messengers in regard to mail being delivered by the specified time so that a bid can be considered.

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

One (1) original, (4) copies and (1) electronic copy on USB flash drive of the bid shall be addressed to City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, in a sealed envelope plainly marked on the outside: **TIDAL BACKFLOW PREVENTERS.**

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

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

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 00 10 00
INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 PROJECT DESCRIPTION

A. The work of this project consists of installing backflow preventers, replacing pipe, repairing roads and sidewalks, and furnishing all labor, materials, equipment, tools, transportation, services, and incidentals and performing all work necessary to construct

TIDAL BACKFLOW PREVENTERS

ITB NO. 24-SW-01

All above referenced work shall be complete, in place, and ready for service in accordance with the drawings and specifications prepared therefore by Mead & Hunt and entitled,

TIDAL BACKFLOW PREVENTERS

B. The location of the project is the City of Holly Hill, Florida.

1.02 DEFINED TERMS

Terms used in the Instructions to Bidders are defined and have the meanings assigned to them in the General Conditions.

1.03 COPIES OF BIDDING DOCUMENTS

A. Only complete sets of Bidding Documents will be issued and shall be used in preparing bids. Neither the OWNER nor the ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets.

B. Complete sets of Bidding Documents may be obtained in the manner and at the location stated in the Invitation to Bid.

1.04 RECEIPT OF BIDS

The Place to which proposal must be delivered, the amount of Proposal Security required and the date, time and place of opening of proposals, are stated in the Invitation to Bid. The Proposal form amplifies the Advertisement in indicating the location and description of the project to be constructed and shows the approximate quantities of work to be performed and materials to be furnished, if a unit price contract, any special requirements which may vary from or are not contained in the specifications. The bid documents as listed in Paragraph 1.08, Preparation of Proposal, shall be submitted as described in Section 00 30 00-3 under Supplemental Requirements.

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

1.05 BIDDER'S QUALIFICATIONS

The Bidder will be required to show that he/she is capable of performing the work contemplated and shall furnish, if requested, in duplicate the following:

a. A sworn statement showing the equipment definitely controlled by the Bidder and available to him for performing the work;

b. A sworn statement of his/her experience in performing work of the character for which his bid is submitted; and,

c. A sworn statement showing his current assets and liabilities as of a date not more than ninety (90) days prior to the date of submission.

If the Owner approves the above required statements and the Proposal is accompanied by the specified security, the person, firm or corporation submitting such Proposal shall be considered as a qualified Bidder.

1.06 BIDDER'S RESPONSIBILITY

The Bidder is required to carefully examine the site of the project, the Proposal Form, Drawings, Specifications, Agreement Form, and all other forms pertinent to the work contemplated. It will be assumed that he has satisfied himself as to the conditions to be encountered, the character, quality, and quantities of work to be performed and materials to be furnished, and the requirements of the Contract and specifications. No allowance or concession will be made for lack of such information on the part of the Contractor.

Whenever such information concerning subsurface materials or conditions is given on the drawings, it is understood, in the absence of any qualifying notation, that it was obtained in the usual manner and the location, depths, and character of the material have been recorded in good faith. There is no expressed or implied agreement that the depths or the character of the material have been correctly indicated and Bidders should take into account the possibility that conditions affecting the cost or quantities of work to be done may differ from those indicated.

1.07 APPROXIMATE ESTIMATE OF QUANTITIES

The Bidder's attention is directed to the fact that in contracts based on unit prices the estimate of quantities of work to be done and materials to be furnished under these specifications, as shown on the Proposal Form, and in the Contract, is approximate and is given only as a basis of calculation upon which to determine the lowest Bidder. The Owner does not assume any responsibility that the quantities shall obtain strictly in the construction of the Project, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities, or of the character of the work or location, or other conditions pertaining thereto. The Owner reserves the right to increase or diminish any or all of the above mentioned quantities of work or to omit any of them, as it may deem necessary, and such increase or decrease of the quantities given for any of the items shall

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

not be considered as sufficient grounds for granting an increase in the unit prices bid, except as set forth in the General Conditions.

1.08 PREPARATION OF PROPOSAL

In preparing Proposals in the manner prescribed under Paragraph 1.14, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free/Tie Preference Statement, must be properly executed in ink .

Upon the prescribed Schedule of Unit Prices, all bid prices shall be written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. The sum of the Total Bid as calculated from the individual items in Section 00 31 00, Schedule of Unit Prices, shall equal the Total Price as listed in Section 00 30 00, Proposal.

Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal.

In unit price bids, the extensions, if any, and the total are for informational purposes only, and the determination of the lowest bid will be based solely on the total results of computations of the estimated quantities and the prices bid. The Bidder shall submit a completed Schedule of Unit Prices, Section 00 31 00 with each bid. The bid may be considered non-responsive without this form.

The Bidder shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

1.09 PROPOSAL SECURITY

Each Proposal shall be accompanied by a security in the form of a certified check or, when specifically permitted, a Bid Bond, payable to the Owner, in the amount indicated in the Invitation to Bid and, in either case, with properly executed Agreement of Surety. Such proposal security of the successful Bidder shall be forfeited to the Owner as liquidated damages if the successful Bidder fails to execute and deliver the Contract in conformity with the Form of Agreement, and furnish bonds and insurance certificates as specified within ten (10) days after notification by the Owner of the acceptance of his bid, *excluding Bond review by the City Attorney*. Within three (3) days after formal opening of bids, if requested by the Contractor, the securities therefore will be returned excepting those which the Owner elects to hold until the award is made and the successful Bidder qualified and executes the Contract. Thereafter, Proposal Securities, other than that of the qualified low Bidder, will be returned at once. The security of the successful Bidder will be returned to him when the Contract is executed by both parties hereto and the Performance and Payment Bonds

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have been recorded. If all Proposals are rejected, the securities therefore will be returned immediately after the determination of such rejection.

1.10 WITHDRAWAL OF PROPOSALS

All Bidders specifically waive any right to withdraw a Proposal after it has been submitted to the Owner, except as hereinafter provided. A Bidder may withdraw a Proposal provided the Bidder makes a request to do so by telephone, telegraph, or in writing to the Owner, and provided that such requests reach the office of the Owner not later than the day previous to the date set for opening thereof. Requests by telephone or telegraph must be confirmed in writing, by the Bidder in person, or by an accredited representative of the Bidder before the time set for the opening of the Proposals. No bids may be withdrawn for a period of NINETY (90) DAYS after the date and time designated for the opening thereof.

1.11 RIGHT TO REJECT PROPOSALS

The unqualified right is reserved by the Owner to waive any informalities in, or reject any or all Proposals as may be deemed to the best interest of the Owner. Proposals which contain any omissions, erasures, alterations, additions not called for, conditional bids, or irregularities of any kind, or Proposals otherwise regular which are not accompanied by Proposal Security, may be rejected as informal. Proposals in which the bid prices are obviously unbalanced may be rejected.

1.12 CHANGES PRIOR TO THE OPENING OF BIDS

During the period allowed for preparation of bids, the Bidders may be furnished addenda or bulletins for additions to or alterations of the Drawings or Specifications, which shall be included in the work covered by the Proposal and become a part of the Contract Documents, Bidders may submit to the Engineer a written request for an interpretation thereof. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each prospective Bidder of Record. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

1.13 LOBBYING

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification. Firms and their agents are not to contact members of the City Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal announcement to final Commission approval,** no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or the Engineer of record. Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

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1.14 SCOPE OF WORK

Unless otherwise provided in the Construction Specifications or the Proposal, it is the intent of the Contract Documents to prescribe a complete project which the Bidder proposes to construct, by furnishing all labor, materials, equipment, tools, necessary utilities and other facilities, and performing all work necessary to incidental to such construction, in full compliance with the Drawings, Specifications, Proposal, and Contract, and any special requirements contained therein or supplements attached thereto.

Should any construction or condition be anticipated which is not covered by these Specifications, the special requirements thereof will be stated in the Proposal, and any such special requirements shall be considered a part of these specifications as though they were fully contained herein. If any special requirements stated in the Proposal conflicts with any of the provisions of these Specifications, the former shall govern.

1.15 SUBMITTING PROPOSAL

One (1) original, (4) copies and (1) electronic copy on USB flash drive of the Proposal, accompanied by the Proposal Security, and all addenda, if any, and all other required supporting documentation shall be submitted in an opaque, sealed envelope, addressed to the Owner. The name of the Bidder shall appear in the upper left-hand corner of the envelope and the following notation shall appear in the lower left-hand corner.

TIDAL BACKFLOW PREVENTERS

1.16 AWARD AND EXECUTION OF CONTRACT

When a Proposal received has been determined to be satisfactory, a Contract will be awarded to the lowest responsible Bidder within the time designated in the Contract Documents.

The Bidder to whom the award is made shall execute the Contract and return it, together with the properly executed bonds and insurance certificates, to the office of the Owner, within the time specified in Paragraph 1.09 of Section 00 10 00.

If the Contractor executes his Contract as herein provided and the Contract is not executed by the Owner within thirty (30) days after the receipt thereof from the Contractor, the Owner upon written request of the Contractor will return the Proposal Security. In such event, the award of the Contract shall be considered as annulled.

The Contract, Surety Bonds, and insurance certificates shall be executed in quintuplicate, or in as many copies as the Owner may require.

1.17 CANCELLATION OF AWARD

The Owner reserves the right to cancel the award of any contract at any time prior to its execution by the Owner.

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

1.18 SURETY BONDS

With the execution and delivery of the Contract, the successful bidder receiving the Contract award will be required to furnish within the time specified in Paragraph 1.09 of Section 00 10 00, a Payment and Performance Bond, covering faithful and satisfactory performance of the work contracted, in an amount not less than one hundred percent (100%) of the total contract price, and a Public Construction Bond in an amount not less than one hundred percent (100%) of the Contract amount, covering payment in full for all services rendered, materials furnished and labor supplied or performed. The same Surety must execute both bonds each of which shall be in the form provided in the Contract Documents.

Should any Surety upon any Bond furnished in connection with this Contract become unacceptable or be deemed unsatisfactory to the Owner at any time, the Contractor shall upon written notice from the Owner, promptly furnish acceptable or substitute security as may be required to protect the interests of the Owners or of persons supplying services, labor and materials in the prosecution of the work under Contract. No further payment shall be deemed due or shall be made under this Contract, until the new Surety or Sureties will qualify and be accepted by the Owner.

1.19 INDEMNITY AND INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all insurance required under by these Specifications and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

A. Certificates. The Contractor shall submit certificates or other documentary evidences to the Owner for approval, covering Workmen's Compensation Insurance; and Public Liability and Property Damage Insurance as well as any other insurance required by the Contract Documents.

   Each certificate or other documentary evidence presented shall contain therein or have contained in a rider attached thereto and made a part thereof, a clause to the effect that the insurer will notify the insured and the Owner in writing thirty (30) days prior to the cancellation of the policy. The certificate for each policy shall be executed in quintuplicate, or in as many copies as the Owner may require.

B. Accidents and Claims. The Contractor shall be held responsible for all accidents and shall indemnify to the extent permitted by law and protect the Owner from all suits, claims and actions brought against it, and all cost or liability, including attorneys fees, to which the Owner may be put for any injury or alleged injury to the person or property of another resulting from negligence or carelessness in the performance of the work, or from any improper or inferior workmanship, or from inferior materials used in the work.

C. Mutual Responsibility of Contractors. Should a Contractor in the performance of his/her Contract cause damage to any person, any property, or work of another Owner or other party to the damage, arrange for an amicable settlement thereon. It is agreed by all parties

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herein that such disputes shall not delay completion of the work, nor be cause for claim against the Owner. Work shall be continued by the party claiming damages at his expense, subject to such damages as may be obtained by due course of law.

D. Contractor's Liability. The status of the Contractor in the work to be performed by him/her under this Contract is that of an independent Contractor and that, as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things; and that, as such, he/she alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Contractor, his/her subcontractors, agents, or employees have been negligent; and that the Contractor shall keep the Owner free, and discharge of, and from any and all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work, from the action of the elements, or from any unforeseen or unusual difficulty, the Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any federal, state, county, or local laws, regulations or ordinances; that Contractor shall indemnify and save harmless the Owner and all its officers, agents and employees from all suits or actions at law caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract and shall, if required by the Owner, produce evidence of settlement of any such action before final payment shall be made by the Owner.

1.20 CANCELLATION OF CONTRACT

As soon as practicable after the satisfactory execution of the Contract by both parties, written notice to proceed with the work will be given to the Contractor. If such notice is not given within thirty (30) days after contract execution, and the delay is not caused by the Contractor or accepted by him/her in writing, the Contract may be declared null and void by either party.

If the Contractor incurs any expense in furtherance of the Contract prior to receipt of the Notice to Proceed, he/she does so on his own responsibility.

1.21 COMPLETION TIME AND LIQUIDATED DAMAGES

The Bidder shall understand that the time limit indicated for completion of this Contract, and the amount of liquidated damages to be charged against the Contractor shall be declared in default in accordance with the provisions of the Specifications, shall be as stated in Article II of the Form of Agreement which is a part of these Contract Documents.

1.22 PAYMENT OF TAXES

The Contractor will be responsible for payment of all Excise, Sales and Use Taxes, and all other taxes required by law on all materials, tools, apparatus, equipment, fixtures, and incidentals which he purchases or uses for the purpose of fulfilling the work of this Contract, and he/she shall include all amounts required for such taxes with the item prices bid in his Proposal. No additional payment

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will be made to cover such taxes. Each Bidder shall thoroughly familiarize himself before submitting a Proposal, with all laws requiring the payment of taxes.

1.23 PUBLIC ENTITY CRIMES INFORMATION STATEMENT

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

1.24 PROHIBITION OF GIFTS TO CITY EMPLOYEES

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

1.25 PROTEST PROCEDURES

Any appeal or protest to the Request for Bid shall be governed by the City of Holly Hill's Purchasing Policies and Procedures shown in Resolution 2018-30. A copy of his resolution is available by request to the City Clerk.

1.26 IMMIGRATION REFORM AND CONTROL ACT

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

END OF SECTION

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

TIDAL BACKFLOW PREVENTERS
ITB NO. 24-SW-01

(To be completed in Duplicate)

Bidder's Name:_____

Submitted: _____, 20

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

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill , (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of**,**

TIDAL BACKFLOW PREVENTERS

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications, and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00 attached and made a part of this Bid. **The bid total is:**

_____

(In Words)

Dollars $_____(In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be substantially completed within **120 days** and final completion within **30 days** of substantial completion**.**

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stated completion times stipulated above the sum of **$1,000 (One Thousand Dollars)** per day shall be deducted from monies due the

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

Schedule of Unit Prices: Section 00 31 00
Statement of Bidder's Qualifications: 00 32 00
Listing of Subcontractors: Section 00 33 00
Listing of Previous Experience: Section 00 33 10
Bid Bond: Section 00 41 00
Public Entity Crimes Statement: Section 00 47 00
Anti-Collusion Statement: Section 00 48 00
Drug Free/Tie Preference Statement: Section 00 48 50
Public Records Law: Section 00 48 60
W9 Request for Taxpayer Identification Number and Certification: Section 00 48 70
Affidavit of E-Verify Form: Section 00 48 80
Trench Safety Affidavit: Section 00 49 00
Certificate as to Corporate Principal: Section 00 62 00
City of Holly Hill Insurance Requirements: Section 00 80 00A

REQUIRED DISCLOSURE

At its sole discretion, the City of Holly Hill, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

The equipment manufacturers/suppliers on this project shall be as delineated in the following schedule. Bidders should note that the Owner and Engineer have made rigorous investigations of equipment performance and features, and as a result, Bidders are to note that the contract price for this project shall be based on Base Bid equipment. The Base Bid equipment for this project falls under one of two categories. The first category is equipment that the Owner and Engineer have determined will be supplied by a sole source of supply, for which no substitutions or alternates will be entertained or allowed. Bidder is advised that offering of any alternatives to the sole source supplied equipment will be grounds for rejection of his bid as not responsive. The second category of equipment includes those items where the Owner and Engineer deem there to be more than one

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

acceptable supplier of the particular item listed. The equipment which falls under these two categories is a shown on the subsequent pages of this Schedule of Major Manufacturers and Suppliers. Bidder is advised that the award of this Contract will be based solely on the use of Base Bid equipment.

The following comments relate only to the second category of equipment, where the Contract Documents are based upon the equipment or products available from the suppliers denoted as A, B, C, etc. below. These equipment manufacturers, along with the sole source suppliers constitute the Base Bid.

Provision is made in the Contract Documents for alternate manufacturers and suppliers whose equipment or product may be deemed equivalent in quality (see General Conditions). However, the Bidder must indicate in his Bid which Base Bid supplier he intends to use for each item of equipment listed by circling one of the listed manufacturers/suppliers. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use if an alternate is rejected, he must use the supplier listed as "A". Also, if the Bidder circles more than one listed supplier, he must use the first supplier circled (unless an alternate is approved).

If the Bidder desires to propose one or more alternate manufacturers/suppliers, he may write in the name of such alternates in the spaces provided on the Alternate Manufactures/Suppliers page following the schedule. He must, nevertheless, also circle one of the listed manufacturers/suppliers because Bidders' Bid price must be based upon this Base Bid list. Wherever an alternate supplier is proposed, the Bidder must insert the amount to be deducted from the Contract Price (either lump sum or unit price) if the alternate supplier is eventually approved. If the proposed alternate supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled supplier.

For any alternate supplier accepted by the Owner, the Contract Price will be reduced by the deductive amount stated in the Bid. However, the Contract Price will not be adjusted for any alternate supplier rejected.

Each proposed alternate will be evaluated in accordance with the General Conditions.

The deductive amount specified for alternate manufacturers/suppliers will not be used in determining the successful Bidder. Alternates will be considered only after award of the contract.

The Contractor shall reimburse the Owner for any costs directly attributable to the change in suppliers, such as additional field trips for the Engineer, additional redesign costs, additional review and inspection costs, etc.

The Owner may request and the Bidder shall supply complete information on proposed alternates prior to the Notice of Award.

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SCHEDULE OF MAJOR MANUFACTURERS
AND SUPPLIERS

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

ALTERNATE MANUFACTURERS/SUPPLIERS

EQUIPMENT ITEM MATERIAL	SPEC. SECTION	ALTERNATIVE MANUFACTURER / SUPPLIER (LIST ONE ONLY)	DEDUCTIBLE AMOUNT (indicate whether lump sum or unit price) ALTERNATE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Name (signature) Date

Name (typed and printed)

Title

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. _____ Dated: _____ Addendum No. _____ Dated:
Addendum No. _____ Dated: _____ Addendum No. _____ Dated:
Addendum No. _____ Dated: _____ Addendum No. _____ Dated:

Attached hereto is a cashier's check on the _____ Bank of _____ or Bid Bond for the sum of _____Dollars (_____), made payable to _____(Owner).

_____
(Name of Bidder) (Affix Seal)

_____
(Signature of Officer)

_____
(Title of Officer)

_____
Name of Bidder

_____
Address

_____
City/State/Zip

_____
Telephone

_____
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

_____

_____

_____

_____

END OF SECTION

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 00 31 00
SCHEDULE OF UNIT PRICES
CITY OF HOLLY HILL

TIDAL BACKFLOW PREVENTERS
ITB NO. 24-SW-01

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
A.	***PRELIMINARY ITEMS***				
1	Mobilization	1	LS		
2	Erosion and Sediment Control	1	LS		
3	Preconstruction Video	1	LS		
4	Field Locate and Expose Existing Utilities	1	LS		
B.	***FURNISH AND INSTALL BACKFLOW PREVENTORS***				
1	7th STREET LOCATION				
	a) Install blockage in pipe to prevent backflow	1	LS		
	b) Remove 8 feet of existing 18" RCP	1	LS		
	c) Install 8 LF 18" RCP pipe with backflow preventer	1	LS		
	d) Restore area	1	LS		
2	NORTH OF PARK ENTRANCE				
	a) Install blockage in pipe to prevent backflow	1	LS		
	b) Remove 8 feet of existing 12" RCP	1	LS		
	c) Install 8 LF 12" RCP pipe with backflow preventer	1	LS		
	d) Restore area	1	LS		
3	558 RIVERSIDE DRIVE -10"				
	a) Install blockage in pipe to prevent backflow	1	LS		
	b) Remove existing inlet, apron and 8 LF of 10" RCP	1	LS		
	c) Install new inlet, 10" HDPE pipe with backflow preventer and a	1	LS		
	d) Restore area	1	LS		
4	538 RIVERSIDE DRIVE - 18"				
	a) Install blockage in pipe to prevent backflow	1	LS		
	b) Remove existing inlet, and 8 LF of 18" RCP	1	LS		
	c) Install new inlet, 18" RCP pipe with backflow preventer	1	LS		
	d) Restore area	1	LS		
5	520 RIVERSIDE DRIVE- 12"				
	a) Install blockage in pipe to prevent backflow	1	LS		
	b) Remove existing inlet and 8 LF of 12" RCP	1	LS		
	c) Install new structure and 12" RCP pipe with backflow preventer	1	LS		
	d) Restore area	1	LS		
6	5TH STREET LOCATION				
	a) Install blockage in pipe to prevent backflow	1	LS		
	b) Remove 8 LF of existing 18" RCP	1	LS		
	c) Install 8 LF 18" HDPE pipe with backflow preventer	1	LS		
	d) Restore area	1	LS		
7	3rd STREET LOCATION				
	a) Install plug in 42" pipe	1	LS		
	b) Remove existing 6-ft dia manhole, inlet and 8LF 42" RCP	1	LS		
	c) Furnish and Install new MH, inlet and 42" Backflow Preventer	1	LS		
	d) Restore area	1	LS		

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 00 31 00
SCHEDULE OF UNIT PRICES
CITY OF HOLLY HILL

TIDAL BACKFLOW PREVENTERS
ITB NO. 24-SW-01

ITEM NO.	*DESCRIPTION*	*QTY*	*UNIT*	*UNIT COST*	*TOTAL*
8	2nd STREET LOCATION				
	a) Install plug in 42" pipe	1	LS		
	b) Remove 8LF 42" RCP	1	LS		
	c) Furnish and Install 8LF 42" RCP and 42" Backflow Preventor	1	LS		
	d) Restore area	1	LS		
C.	***GENERAL***				
1	Compliance with Florida "Trench Safety Act"	1	LS		
2	Unsuitable Material Excavation	1	CY		
3	Crushed Rock or Shell Trench Subgrade Material	1	CY		
4	Rock Excavation	1	CY		
5	As-Built Plans	1	LS		
				BASE BID TOTAL	

Submitted by: _____
Contractor: _____
Address: _____
Telephone: _____ Fax: _____
State of Florida Certified General Contractor or Underground Contractor (Required Information)
Licensee: _____ License No: _____

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of bidder.

B. Permanent main office address.

C. When organized.

D. If a corporation, where incorporated.

E. How many years have you been engaged in the contracting business under your present firm or trade name?

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

G. General character of work performed by your company.

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why?

H.(2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.

I. Have you ever defaulted on a contract? If so, where and why?

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

K. List your major equipment _____.

L. Experience in construction work similar in type to this project.

M. Background and experience of the principal members of your organization, including the officers.

N. Credit available: $_____

O. Give bank reference: _____

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 20____.

_____
Name of Bidder

By: _____
Title

State of _____

County of _____

_____ being duly sworn deposes and says that

he is the _____ of_____ and that

the answers to the _____ foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public

_____
Notary Public (Print or Type)

My commission expires: _____

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 00 33 00
LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
		1) **2)** **3)**
		1) **2)** **3)**
		1) **2)** **3)**
		1) **2)** **3)**

END OF SECTION

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 00 33 10
LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

NO.	PROJECT	OWNER	DESCRIPTION/COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1					
2					
3					

END OF SECTION

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 00 41 00
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal and _____ of the City of _____State of _____, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the _____ hereinafter called the Owner, in the sum of _____Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

TIDAL BACKFLOW PREVENTERS

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____(Seal)

IN PRESENCE OF:

_____ _____(Seal)

_____ _____(Seal)

Individual or Partner

Witness

_____

_____

Address

_____

Corporate Principal

ATTEST:

_____ _____

President AFFIX
CORPORATE SEAL

_____

_____

Address

By_____

AFFIX
CORPORATE SEAL

_____

Corporate Surety

ATTEST:

_____ _____

Title

END OF SECTION

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 00 47 00

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal **or** Contract No. _____ for _____.

This sworn statement is submitted by _____whose business address is _____and (if applicable) its Federal Employer Identification Number (FEIN) is_____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is _____ any my relationship to the entity named above is _____.

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a),** Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

(Signature) _____ Date:_____

State of _____County of_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed his/her signature in the space provided above on this _____day of_____, 20__.

_____
Notary Public

My Commission Expires:

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 00 48 00
ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: _____

ADDRESS: _____

CITY AND STATE: _____

TELEPHONE: _____

COMPLETION TIME: _____

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) _____

_____

_____

END OF SECTION

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfaction participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____
_____VENDOR'S SIGNATURE

END OF SECTION

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 24-SW-01

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

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

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Date: _____

END OF SECTION

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

Affidavit of E-Verify Requirements Compliance

ITB 22-SW-05 Riverside Stormwater Backflow Preventers

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

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

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

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

_____ _____

Consultant/Contractor Name and Address Signature

_____

Name and Title

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

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 B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 00 49 00
TRENCH SAFETY AFFIDAVIT

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description)	Cost

_____

(Cost in Words)

TOTAL $ _____

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: _____

DATE: _____ BY: _____

(Additional sheets shall be attached, as needed and, items shall be organized to correspond with the bid format)

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 00 50 00

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20__, by the City of Holly Hill, Florida, hereinafter called the OWNER, Party of the First Part, and a CORPORATION known as _____organized and existing under the laws of the State of_____; PARTNERSHIP known as_____ consisting of the following members:_____ an INDIVIDUAL _____ trading as _____ of _____ City _____ State of _____ Zip Code _____, hereinafter called the CONTRACTOR, Party of the Second Part.

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I.

A. The Contractor agrees to furnish all labor, materials, equipment for:

TIDAL BACKFLOW PREVENTERS

herein called for, in strict accordance with the Drawings and Specifications prepared by Mead & Hunt, Engineers, which Contract include, but is not limited to, the following Contract Documents:

a. Invitation
b. Instructions
c. Proposal
d. This Agreement
e. Performance Bond
f. Labor and Material Payment Bond
g. Insurance
h. Specifications
i. Addenda (if any)
j. Drawings

ARTICLE II.

A. The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that all work shall be completed within **120 days with an additional 30 days for final completion**.

B. The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, which any work shall remain uncompleted after the stations completion times stipulated above, the sum of **$1000 (ONE THOUSAND DOLLARS)** shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his Surety. Should the total

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

ARTICLE III.

A. The Contractor shall receive and accept the compensation for the performance of the Contract (subject to additions or deductions noted therein) in accordance with the prices stipulated in the Proposal, and in the manner provided in Article IV for the Contract Price of $_____ and for additions or revisions approved in Change Orders at Unit Prices.

ARTICLE IV.

A. Payment to the Contractor shall be made as follows:

1. Not later than the fifteenth (15th) day of each calendar month, the Owner will make a partial payment to the Contractor on the basis of a duly certified and approved estimate by the Engineer of the work performed during the preceding calendar month under this Contract, and (at the option of the City) an amount equal to 95% of materials and equipment not incorporated in the work but delivered and suitably stored. When payment to the Contractor is made for stored materials and equipment, Contractor shall submit invoices marked paid by the supplier with the next month's request for payment to document that Contractor has paid for said materials and equipment or the previously paid amount for stored materials shall be deducted from any remaining payment(s) for any stored materials not so properly documented. To ensure the proper performance of this Contract, the Owner will retain five percent (5%) of the amount of each estimate until the work is complete.

2. Upon completion of the entire work under Contract, the Engineer shall make a final inspection and certify such completion to the Owner. Upon approval of the completion certificate by the Owner, the Owner shall notify the Contractor and the Surety of the satisfactory completion of the work and except as otherwise provided in the Specifications, final payment therefore shall be made to the Contractor within thirty (30) days after written acceptance by the Contractor of the final certificate computation.

ARTICLE V.

A. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, title or interest therein, without written consent of the Owner.

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

ARTICLE VI.

A. The work shall be subject at all times to the supervision of the Engineer and his authorized assistants. The Engineer shall decide all questions which may arise relative to the Drawings, Specifications, and the performance of the work. Any doubt concerning the meaning of the Specifications and the Drawings, or any ambiguity or obscurity as to wording or intent of them shall be decided by the Engineer, and such decisions shall be binding upon both parties hereto, and shall not be subject to arbitration.

ARTICLE VII.

A. The Contractor shall guarantee his work and shall remedy, without cost to the Owner, any defects which may develop therein during a period of one (1) year from the date of the Owner's approval of the Completion Certificate issued by the Engineer.

ARTICLE VIII.

A. In the event of conflict between any of the Contract Documents, the provisions of this Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto have signed this Contract in quintuplicate the day and year first above written.

ATTEST: CITY OF HOLLY HILL, FLORIDA

By_____

Valerie Manning Joseph A. Forte

Title City Clerk Title City Manager

WITNESS: CONTRACTOR

By_____

END OF SECTION

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

I,_____, certify that I am the _____ of the corporation named as Principal in the within Bid Bond; that _____ who signed the said Bid Bond on behalf of the Principal was then_____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

AFFIX CORPORATE SEAL

END OF SECTION

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

Return Recorded Document to:
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

TIDAL BACKFLOW PREVENTERS

Name of Project
City Project No. **ITB NO. 24-SW-01**
Bond No. _____

Space Reserved for Recording Data

COMBINATION PAYMENT AND PERFORMANCE BOND FOR PUBLIC CONSTRUCTION

per Section 255.05, Florida Statutes (2010)
Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF HOLLY HILL, FLORIDA**, a municipal corporation, herein called Owner or sometimes referred to as "City," in the sum of _____ and ___/100 Dollars ($_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Contract having an effective date of _____, entered into by and between the Principal and the City, hereinafter sometimes referred to as the Contract, entered into between Principal and Owner for construction of improvements reflected on the plans approved by the City Council, as prepared by Andrew M. Giannini, P.E., Florida Registration No. 46601, of the engineering firm Mead & Hunt, the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract Documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Pursuant to Florida Statutes Section 255.05, as amended from time to time, a claimant, except a laborer, who is not in privity with the Principal, shall, before commencing or not later than forty-five (45) days after commencing to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Principal with a notice that he or she intends to look to this bond for protection. A claimant who is not in privity with the Principal and who has not received payment for his or her labor, materials, or supplies shall deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. The notice of nonpayment may be served at any time during the progress of the Work or thereafter but not before forty-five (45) days after the first furnishing of labor, services, or materials by the claimant or, with respect to rental equipment, not later than ninety (90) days after the date that the rental equipment was last on the job site

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available for use. No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. Notices required or permitted under this section may be served in accordance with Section 713.18, Florida Statutes. An action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or the Surety on this bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies. An action exclusively for recovery of retainage must be instituted against the Principal or the Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, or within ninety (90) days after receipt of final payment (or the payment estimate containing the Owner's final reconciliation of quantities if no further payment is earned and due as a result of deductive adjustments) by the Principal or Surety, whichever comes last.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20____.

_____
(Name of Principal)

Attest:

_____ By:_____
(As to Corporate Principal) Secretary

Name/Title:_____

_____
(Witness to Principal) (*Corporate Seal*)

_____
(Surety)

_____ By:_____
(Witness to Surety)

(Attorney-In-Fact)

(*Corporate Seal*)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

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SECTION 00 64 00

Front Page for Bond required by Section 255.05, F.S

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05 Florida Statutes (2010)

BOND No. _____

PRINCIPAL:
Name of Developer/Contractor: _____
Address: _____
_____
Contact Person: _____
Phone Number: (____) _____ - _____

SURETY: _____
Address: _____
_____
Contact Person: _____
Phone Number: (____) _____ - _____

OWNER: City of Holly Hill, Florida, a chartered municipal corporation
1065 Ridgewood Avenue
Holly Hill, FL 32117
Contact Person: City Manager
Phone Number: (386) 248-9463

Amount: $_____ **City Case/Project No**. ITB NO. 24-SW-01

Description of Work: *Installation of up to eight (8) tidal backflow preventers on existing storm outfalls along Riverside Drive between 2nd Street and 7th Street.*

Project Location: Holly Hill, Volusia County, Florida

Legal Description: City Right-of-Way or Easement.

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 00 64 00

Certificate for Filing in Public Records

PAYMENT AND PERFORMANCE BOND

(Public Works)
In Compliance with Section 255.05(1)(a) Florida Statutes (2010)

Bond No. _____

The Principal, _____
by and through its undersigned representative, does hereby certify that the attached:

Payment and Performance Bond No. _____,
is a true and correct copy of the fully executed financial guarantee delivered to:

CITY OF HOLLY HILL, FLORIDA
pursuant to Section 255.05, Florida Statutes (2010); as Owner/Holder of the subject property in trust for the public, for the public construction project known as:

TIDAL BACKFLOW PREVENTERS

located in Holly Hill, Volusia County, Florida, and identified by the City of Holly Hill as ITB No. 24-SW-01.

All claimants are called upon to take notice of the notice requirements and time limitations prescribed by Section 255.05(2), Florida Statutes (2010).

_____
a Florida _____
Mailing Address:
_____

By:_____
Name/Title:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Certificate of Filing was acknowledged before me this _____ day of _____, 20____, by _____as a duly authorized representative of _____a Florida_____, the Principal named in the attached **Payment and Performance Bond No. _____.**

Notary, please check one:
_____ Personally known to me
_____ Produced identification

_____
Notary Public, State of Florida

My Commission Expires: _____ Printed Name: _____

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 00 65 00
CERTIFICATE OF INSURANCE
FOR
PUBLIC LIABILITY AND PROPERTY DAMAGE

This is to certify _____ Company has issued to _____, of the City of _____, State of _____, the following policy or policies; Public Liability Policy No. _____ effective on _____, 20___, limits_____, Property Damage Policy No. _____ effective on _____, 20__, and expiring on _____, 20___, limits _____.

If at any time this coverage is to be canceled, the undersigned will notify the insured and _____, in writing thirty (30) days prior to cancellation of the policy.

_____

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

END OF SECTION

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 00 66 00
AFFIDAVIT REGARDING WORKMEN'S COMPENSATION

State of _____

County of _____

_____being duly sworn according to law, deposes and says (it, he, they) ha___ accepted the Workmen's Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, their) liability there under in accordance with the terms of said Laws with the _____Company, under the terms of Policy No. _____ for a period from _____, 20 to _____, 20 __.

WITNESS:

_____

CONTRACTOR:

_____

By_____

Title_____

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

_____
Notary Public

_____
Notary Public (Print or Type)

My Commission Expires:_____

END OF SECTION

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 00 66 50
CERTIFICATE OF INSURANCE
FOR
WORKMEN'S COMPENSATION

This is to certify that _____, Company has issued to _____, of the City of_____, State of , the following policy or policies: Workmen's Compensation and Employer's Liability Policy No. effective on _____, 20 _____.

re _____ Policy No. _____

effective on_____, 20_____ and expiring on _____, 20

re _____limits _____.

If at any time this coverage is to be canceled, the undersigned will notify the insured and the _____in writing thirty (30) days prior to cancellation of policy.

_____

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

END OF SECTION

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 00 67 00
CONTRACTOR'S STATEMENT UNDER OATH, TO OWNER

To: _____

_____

The undersigned as Contractor has heretofore, on the ___ day of _____, 20 __, has been awarded a Contract by you, as Owner, to furnish all the materials and labor in the construction of a project entitled: _____
for the Contract Price of _____ in accordance with plans and specifications therefore as prepared by Mead & Hunt, P.O. Drawer 290247, 4401 Eastport Parkway, Port Orange, Florida 32129-0247.

Said project has been completed and the Contract and Plans therefore fully complied with and all of the Contract Price has been paid by you, except the Final Payment thereon, which is now due, but is being withheld until a sworn statement is furnished, as required by _____ showing whether there are any unpaid and outstanding bills in connection with said Project.

The undersigned hereby certified, under oath, that all lienors contracting directly with or directly employed by the undersigned, on said Contract, have been paid in full, and further certifies, under oath, that there are no outstanding or unpaid bills for labor performed, or materials furnished in connection with said work or improvements.

Dated at _____ this ___ day of _____, 20___.

By_____
Contractor

Title_____

State of _____

County of _____

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

_____
Notary Public

My Commission Expires: _____

END OF SECTION

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 00 68 00
RECEIPT AND RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned_____ of _____ was heretofore, on _____, 20 ___, award a Contract by _____ for the Contract Price of to furnish all the materials and labor in the construction of a project entitled:

TIDAL BACKFLOW PREVENTERS

in accordance with the plans and specifications therefore, as prepared by Mead & Hunt Company, Engineers, and the undersigned has completed said work and fully complied with said Contract and has heretofore received the sum of $_____ as payment thereon.

That the undersigned has this date received from _____ the sum of $_____, representing the full balance due _____, as Contractor, under the terms of said Contract, and certified that said Contract has been fully performed in accordance with the terms thereof, and that _____has paid in full all persons furnishing labor and/or materials in connection therewith, including all subcontractors and suppliers, and that there are no unpaid bills for labor performed or materials furnished in connection with said work or improvements.

That the undersigned, for value received, does hereby forever release and discharge the said _____ as described in the said Contract, from any and all liens, claims or demands whatsoever that _____ has or may have for work performed or materials furnished thereon by any subcontractor or supplier and that will hold harmless the _____from any and all loss and liability arising or to arise by reason of any unpaid bills for labor performed or materials furnished on said project in connection with said work or improvements. This document is only binding upon receipt of a check for the above balance due.

IN WITNESS WHEREOF, the undersigned has hereto set ____ hand and seal this _____ day of _____ _____, 20 ___.

Witnessed by:

_____

_____
CONTRACTOR

By_____

Title_____

State of _____
County of _____

Before me, the undersigned authority, personally appeared _____, to me well known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ___ day of _____ , 20 ___.

My Commission Expires:

_____
Notary Public, State of Florida

END OF SECTION

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SECTION 00 69 00
CONSENT OF SURETY
For Final Payment

Project Name: **TIDAL BACKFLOW PREVENTERS**

Location _____

Project No._____ Contract No._____

Type of Contract_____

Amount of Contract_____

In accordance with the provisions of the above-named contract between the Owner and the Contractor, the following named surety:_____ on the Payment Bond of the following named Contractor: _____ hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner, as set forth in said Surety company's bond: _____.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this day of _____, 20 ____.

_____
(Name of Surety Company)

_____
(Signature of Authorized Representative)

(Affix Corporate Seal)

TITLE_____

END OF SECTION

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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GUIDELINES FOR USE OF EJCDC® C-700, STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), is the foundation document for the EJCDC Construction Series. The General Conditions define the basic rights, responsibilities, risk allocations, and contractual relationship of the Owner and Contractor, and establish how the Contract is to be administered.

2.0 OTHER DOCUMENTS

EJCDC documents are intended to be used as a system and changes in one EJCDC document may require a corresponding change in other documents. Other EJCDC documents may also serve as a reference to provide insight or guidance for the preparation of this document.

These General Conditions have been prepared for use with either EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price), or EJCDC® C-525, Agreement Between Owner and Contractor for Construction Contract (Cost-Plus-Fee) (2018 Editions). The provisions of the General Conditions and the Agreement are interrelated, and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018).

The full EJCDC Construction series of documents is discussed in the EJCDC® C-001, Commentary on the 2018 EJCDC Construction Documents (2018).

3.0 ORGANIZATION OF INFORMATION

All parties involved in a construction project benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. Careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521, Uniform Location of Subject Matter (2012 Edition) when preparing documents. EJCDC® N-122/AIA® A521 is available at no charge from the EJCDC website, www.ejcdc.org, and from the websites of EJCDC's sponsoring organizations.

If CSI MasterFormat™ is used for organizing the Project Manual, consult CSI MasterFormat™ for the appropriate document number (e.g., under 00 11 00, Advertisements and Invitations), and accordingly number the document and its pages.

4.0 EDITING THIS DOCUMENT

Remove these Guidelines for Use. Some users may also prefer to remove the two cover pages.

Although it is permissible to revise the Standard EJCDC Text of C-700 (the content beginning at page 1 and continuing to the end), it is common practice to leave the Standard EJCDC Text of C-700 intact and unaltered, with modifications and supplementation of C-700's provisions set forth in EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018). If the Standard Text itself is revised, the

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user must comply with the terms of the License Agreement, Paragraph 4.0, Document-Specific Provisions, concerning the tracking or highlighting of revisions. The following is a summary of the relevant License Agreement provisions:

1. The term "Standard EJCDC Text" for C-700 refers to all text prepared by EJCDC in the main body of the document. Document covers, logos, footers, instructions, or copyright notices are not Standard EJCDC Text for this purpose.
2. During the drafting or negotiating process for C-700, it is important that the two contracting parties are both aware of any changes that have been made to the Standard EJCDC Text. Thus, if a draft or version of C-700 purports to be or appears to be an EJCDC document, the user must plainly show all changes to the Standard EJCDC Text, using "Track Changes" (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.
3. If C-700 has been revised or altered and is subsequently presented to third parties (such as potential bidders, grant agencies, lenders, or sureties) as an EJCDC document, then the changes to the Standard EJCDC Text must be shown, or the third parties must receive access to a version that shows the changes.
4. Once the document is ready to be finalized (and if applicable executed by the contracting parties), it is no longer necessary to continue to show changes to the Standard EJCDC Text. The user may produce a final version of the document in a format in which all changes are accepted, and the document at that point does not need to include any "Track Changes," redline/strikeout, highlighting, or other indication of additions and deletions to the Standard EJCDC Text.

5.0 LICENSE AGREEMENT

This document is subject to the terms and conditions of the **License Agreement, 2018 EJCDC® Construction Series Documents**. A copy of the License Agreement was furnished at the time of purchase of this document, and is available for review at www.ejcdc.org and the websites of EJCDC's sponsoring organizations.

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

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requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

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recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

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33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

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43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

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F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

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into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

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ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

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inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

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B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

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established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

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D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

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B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

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and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

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Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

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3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

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or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

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of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

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conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

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Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

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Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

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L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

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4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

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Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

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6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

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B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

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2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

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3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

   a. will certify that the proposed substitute item will:

      1) perform adequately the functions and achieve the results called for by the general design;

      2) be similar in substance to the item specified; and

      3) be suited to the same use as the item specified.

   b. will state:

      1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

      2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

      3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

   c. will identify:

      1) all variations of the proposed substitute item from the item specified; and

      2) available engineering, sales, maintenance, repair, and replacement services.

   d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

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E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

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H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

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7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

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7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

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I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

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3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

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document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

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d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

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9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

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D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

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E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

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B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

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9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

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ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

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E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

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ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

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B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

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1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or
2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
   a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
   b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
   c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
   d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
   e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
   f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

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11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

   a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

   b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

   The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

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Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

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and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

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2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

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consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

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g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

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Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

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thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

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D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

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losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

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or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

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establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

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4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. to supervise, direct, or control the Work;

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

    a. the Work is defective, requiring correction or replacement;

    b. the Contract Price has been reduced by Change Orders;

    c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

    e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

    a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

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b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

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submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

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significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
    a. all documentation called for in the Contract Documents;
    b. consent of the surety, if any, to final payment;
    c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

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d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

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appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

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attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

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provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
2. agree with the other party to submit the dispute to another dispute resolution process; or
3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

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18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION 00 70 50
RELEASE OF ALL CLAIMS

STATE OF _____

COUNTY OF _____

CITY OF _____

KNOW ALL MEN BY THESE PRESENTS, that the sum of:_____

Dollars ($_____) set out in the accompanying Estimate Statement No. _____ Final, the receipt of which is hereby acknowledged, is accepted as full and complete payment for all work done, materials furnished, and damages or claims arising under the City of Holly Hill Contract entitled _____.

WITNESSES:

_____

_____

_____
Contractor

Title:_____

(SEAL)

Taken, sworn, and subscribed to before me this _____day of _____, 20___.

_____
Notary Public Signature

_____
Notary Public (Print or Type)

(SEAL)

My commission Expires:_____

END OF SECTION

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SECTION 00800
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (NSPE/ACEC Document No. C-700, 2018 edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1.01A.42 Delete the definition of *Substantial Completion* and insert the following in its place:

42. *Substantial Completion* - The Work (or a specified part thereof) has progressed to the point where, in the opinion of the Engineer as evidenced by Engineer's definitive Certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents and that all conditions precedent to Substantial Completion have been met in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Add the following definitions at the end of Article 1 - definitions of the Standard General Conditions of the Construction Contract:

SC-1.01.A.51 Compensable Delay - Any delay beyond the control and without the fault or negligence of the Contractor resulting from Owner-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by the Owner.

SC-1.01.A.52 Correction Period - The time during which the Contractor must correct defective Work or remove defective Work from the site and replace it with non-defective Work, all at no cost to the Owner, pursuant to paragraph 14.03 of the General Conditions, as supplemented.

SC-1.01A.53 Final Completion - The date upon which final payment is due to be paid by Owner to Contractor.

SC-1.01A.54 Excusable Delay - Any delay beyond the control and without the fault or negligence of the Contractor, the Owner, or any other Contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, acts of interveners, acts of the government, fires, floods, epidemics, quarantine restrictions, freight embargoes, and hurricanes, tornadoes, or new sink holes. Labor disputes and above average rainfall shall give rise only to Inexcusable Delays.

SC-1.01A.55 Float or Slack Time - The time available in the progress schedule during which an unexpected activity can be completed without delaying the Substantial Completion of the Work.

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SC-1.01A.56 Initiation of Operation - The date when the Owner actually begins to use the entire Work for the purposes for which it was planned, designed and built, thus commences the Correction Period. The Owner shall not be deemed to have accepted the Work until Initiation of Operation.

SC-1.01A.57 Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may be issued after the Effective Date of the Agreement.

SC-1.01A.58 Inexcusable Delay - Any delay caused either (i) by events or circumstances within the control of the Contractor, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the Contractor, (ii) by weather conditions (other than hurricanes and tornadoes) or (iii) labor disputes.

SC-1.01A.59 Non-Prejudicial Delay - Any delay impacting a portion of the Work within the available total Float or Slack Time, as that term is used in Section 01 31 00: Progress Schedules, and not necessarily preventing completion of the Work within the Contract Time.

SC-1.01A.60 Prejudicial Delay - Any Excusable or Compensable Delay impacting the Work and exceeding the total Float Time available in the progress schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

SC-1.01A.61 Preoperational Testing (Check-Out-Testing) - All field inspections, installation checks, water tests, performance tests, and necessary corrections required of the Contractor as a condition or conditions to achieving Substantial Completion to demonstrate to the Owner and Engineer that individual components of the Work have been properly constructed and operate in accordance with the Contract Documents for their intended purposes.

SC-1.01A.62 Start-Up Testing (Demonstration Testing) - A predefined trial period required as a condition to Initiation of Operation during which Contractor is to operate the entire Work (or any part thereof agreed to by the Owner) under actual and simulated operating conditions for the purpose (i) of making such minor adjustments and changes to the Work as may be necessary for the Work to comply with the Contact Documents and (ii) of complying with the final test requirements in the Contract Documents."

SC-2.02 Modify paragraph 2.02A of the General Conditions:

A. Owner shall furnish Contractor one portable document format (PDF) copy of contract.

SC-3.03 Add the following immediately after paragraph 3.03 A.3. of the Standard General Conditions:

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A. The Contractor shall not take advantage of any apparent error or omissions which may be found in the Drawings or Specifications, and the Engineer shall be entitled to make such corrections therein and interpretations thereof as may be deemed necessary for the fulfillment of their intent. The Contractor shall be responsible for all errors in construction which could have been avoided by such examination and notification and shall correct, at its own expense, all Work improperly constructed through failure to notify the Engineer and request specific instructions.

SC-3.03 Add the following immediately after paragraph 3.03B:

C. Order of Precedence of Contract Documents:

1. In resolving differences resulting from conflicts, errors or discrepancies in any of the following Contract Documents, the order of precedence shall be as follows:

   a. Permits
   b. Change Orders
   c. Contract Agreement
   d. Specification
   e. Drawings

2. Within the Specifications, the order of precedence is as follows:

   a. Addenda
   b. Notice to Bidders
   c. Instructions to Bidders
   d. Supplementary General Conditions
   e. General Conditions
   f. Division 1, General Requirements
   g. Technical Specifications
   h. Referenced Standard Specifications

3. With reference to the Drawings, the order of precedence is as follows:

   a. Figures govern over scaled dimensions
   b. Detail drawings govern over general drawings
   c. Change order drawings govern over contract drawings
   d. Contract drawings govern over standard or shop drawings

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SC-4.01 Delete paragraph 4.01 of the General Conditions in its entirety and insert the following in its place.

A. A "Notice to Proceed" may be given to the Contractor at any time after the Effective date of the Agreement. The Contract Time will commence to run on the day indicated in the Notice to Proceed. In no event will the Contract Time commence to run later than the sixtieth (60th) day after the Effective Date of the Agreement.

SC-5.04 Change the first sentence in the paragraph to "Then Contractor shall, within three (3) days after becoming aware thereof..."

SC-5.06 Add a new paragraph immediately after paragraph 5.06 K of the Standard General Conditions which is to read as following:

L. No claim of the Contractor under paragraphs 5.03, 5.05 and 5.06 shall be allowed unless, (1) the Contractor has given the notice required in sub-paragraph 5.06E, and (2) within thirty (30) days (but before final payment) after the Contractor has given written notice, the Contractor submits to the Owner a detailed claim setting forth the Contractor's right to an increase in the Contract Price or extension of the Contract Time as provided in Articles 11 and 13 of the Standard General Conditions.

SC-6.01 Add a new paragraph immediately after paragraph 6.01 C of the Standard General Conditions which is to read as follows:

1. The following requirements shall be met by all surety companies furnishing bid, performance, payment or other type of Bonds:

   a. The Surety shall be rated as "A" or better as to General Policyholders Rating and Class X or better as to Financial Category by Best's Key Rating Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York, 10038.

   All Surety Companies are subject to approval and may be rejected by the Owner without cause.

2. Limitations: Bonding limits or bonding capacity refers to the limit or amount of Bond acceptable on any one (1) risk.

   a. The bonding limit of the Surety shall not exceed ten percent

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(10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on any one risk (penalty or amount of any one bond).

3. Requirements:

a. Policyholders surplus is required to be five (5) times the amount of any one bond.

b. The Agent countersigning the bond shall be resident in the County where the Project is located and/or other counties that are acceptable to the Owner.

SC-6.01 Add a new paragraph immediately after paragraph 6.01 H of the Standard General Conditions which read as follows:

I. Contractor shall pay Owner all losses, damages, expenses, costs, and attorney's fees, including but not limited to any appellate proceedings, which the Owner sustains because of default by the Contractor under the contract.

SC-7.02 Add the following sub-paragraphs immediately after paragraph 7.02 B of the Standard General Conditions which are to read as follow:

C. The Owner reserves the right to review and approve the resident superintendent.

SC-7.03 Add the following sub-paragraphs immediately after paragraph 7.03C of the Standard General Conditions which are to read as follow:

D. Maintenance work may be performed during hours other than regular working hours. Regular working hours are defined as daylight hours between one-half hour after sunrise to one-half hour before sunset. Requests to Work during other regular working hours must be submitted to the Owner at least seventy-two (72) hours in advance of the period proposed for such irregular working hours and shall set forth the proposed schedule for such hours to give the Owner ample time to arrange for its personnel to be at the site of the Work.

E. The Owner will pay for charges of Engineer and construction observation performed during regular working hours. The Contractor shall pay for additional engineering and construction observations charges required during irregular hours which may be authorized under the provisions of paragraph SC-7.03D. The rate paid to the Owner by the Contractor for additional engineering and construction observation changes shall be in accordance with the existing Contract between the Owner and Engineer.

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F. The Contractor shall also pay for the costs of additional engineering charges and construction observation required during the correction of defective Work. Such additional costs incurred during irregular working hours and during the correction of defective Work, shall be a subsidiary obligation of the Contractor and no extra payment shall be made by the Owner on account of such Work.

SC-7.07E. Revise 2nd to last sentence of paragraph to "If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto within 45 days of identification submission), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation."

SC-7.13 Add the following paragraphs immediately following paragraph 7.13J.

K. The Engineer is not responsible for the safety of any person on the jobsite other than the Engineer's own employees. The Engineer has no authority to exercise any control over any construction Contractor or other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the Owner's agreement with the Contractor. The Owner agrees that the Engineer shall be entitled to indemnification from the Contractor for any loss incurred by the Engineer arising out of any claim brought by any person or personal injuries sustained on the jobsite and warrants that this intent shall be made evident in the Owner's agreement with the Contractor. The Engineer shall be made an additional insured under the Contractor's general liability insurance policy for personal injuries to any person sustained on the jobsite.

SC-8.02 Add the following paragraphs immediately following paragraph 8.02B:

C. The Contractor shall cooperate with all other Contractors who may be performing Work on behalf of the Owner in the vicinity of the Work to be done under this contract, and he shall conduct his operation as to interfere to the least possible extent with the Work of such Contractor.

D. If the Work is delayed because of any acts of omissions of any other Contractor, the Contractor shall have no claim against the Owner on that account.

SC-15.01D This section is hereby deleted. The requirements of Florida Statute 218.735 of the Florida Prompt Payment Act shall apply.

SC-15.08 Add the following new sub-paragraph immediately after sub-paragraph 15.08A.4:

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5. When deemed necessary by Owner, Contractor shall furnish and install at no cost to Owner, such temporary equipment and material necessary to maintain functionality of the Work while defective Work is being corrected or replaced.

SC-15.08 Add the following new paragraphs immediately after paragraph 15.08F:

G. Subject to adjustments as described in sub-paragraph 15.08H, the period during which the Contractor must correct defective Work or remove it from the site and replace it with non-defective Work, all at no cost to the Owner (the "Correction Period"), shall be no more than one (1) year. If the date of Substantial Completion is not the same date as Initiation of Operation, such Correction Period shall commence upon Initiation of Operation, not upon the date of Substantial Completion. In such cases, the time between Substantial Completion and Initiation of Operation shall not exceed one hundred (100) days.

H. No later than thirty (30) days before Initiation of Operation the Owner shall notify the Contractor in writing of the date upon which Initiation of Operation is expected to occur, and the Contractor shall ensure that the Work is ready in its entirety by such date for use by the Owner as contemplated in the Contract Documents.

I. From the date of Substantial Completion until Initiation of Operation, the Contractor shall bear all risks of injury, loss, or damage to any part of the Work arising from the elements or from any other cause. The Contractor shall rebuild, repair, restore, and make good at no cost to the Owner, all injuries, losses, or damage to any portion of the Work occasioned by any cause and shall, at no expense to the Owner, provide suitable drainage and erect such temporary structures and take all other actions as are necessary for the protection of the Work. Suspension of the Work or the granting of an extension of the Contract Time for any cause shall not relieve the Contractor of its responsibility for the Work as herein specified. The Contractor's responsibilities under this paragraph 15.08 are in addition to, not in lieu of, all other obligations imposed by these Contract Documents.

SC-17 Delete Article 17 and all other references to "Dispute Resolution Agreement" in the Standard General Conditions. Disputes between Owner and Contractor shall be arbitrated only if and to the extent agreed to by the parties at the time each dispute arises. The Contractor shall carry on the Work and maintain the progress schedule during any dispute, regardless of how resolved, unless otherwise mutually agreed in writing. Venue for any litigation, at law or equity or arbitration, shall lie exclusively in the place of the County of the Owner’s location. This Contract, or any provision hereof, shall be construed and interpreted, and any litigation arising there from, shall be governed by the laws of the State of Florida.

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SECTION 00 80 00-A

CONTRACTORS STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION CLAUSE

I. INSURANCE

A. Prior to commencing work, the Contractor shall provide at his own cost and expense insurance to the City of HOLLY HILL as required below. The insurance companies must be licensed in the State of Florida and be rated by A.M. Best as A: Class X or better. The required insurance shall be evidenced by certificates and/or policies as determined by the City. All policies and certificates of insurance shall be approved by the City prior to inception of any work.

B. It is required that each Certificate of Insurance and/or policy must give 30 days prior written notice of cancellation, non-renewal or adverse change to the City of HOLLY HILL Finance Department by registered mail, return receipt requested. All such notices shall name the Contractor and identify the contract number.

C. The "City of HOLLY HILL," wherever used, shall be defined to include the City itself, elected officials, officers, employees, volunteers, representatives, agents and any affiliates.

D. The "Contractor," wherever used, shall be defined to include the Contractor, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

E. If at any time any of the required policies shall be or shall become unsatisfactory to the City as to form or substance, or if the insurance company becomes unsatisfactory to the City, the Contractor shall, upon written notice to that effect from the City, promptly obtain a new policy, submit the policy to the City for approval, and submit the Certificate of Insurance, as previously required.

If at any time the Contractor shall fail to furnish and/or maintain the required insurance, this contract may be declared suspended, discontinued or terminated, at the discretion of the City. Failure of the Contractor to take out and/or maintain any of the required insurances shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

F. The Contractor is required to provide new Certificates of Insurance to the City at least 20 days prior to the coverage renewal dates. If any of the insurance requirements are not complied with at their renewal dates, the City may at their option, (1) withhold payments to the Contractor until those requirements have been met or, (2) pay the renewal premium and withhold such payments from any monies due the Contractor.

G. In the event of any claims having been filed due to any operation under this contract that are in excess of the insured amounts, the excess amount of such claim, or any portion thereof, may be withheld from payments due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the City of HOLLY HILL

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H. The Contractor shall provide the following insurance on forms no more restrictive than the latest edition of those filed by the Insurance Services Office, and name the "City of HOLLY HILL" (as defined in "C" above) as an Insured to the extent of the City's interests.

II. LIABILITY INSURANCE

A. **WORKERS' COMPENSATION - STATUTORY** - in compliance with the Workers' Compensation law of the State of Florida including employers liability coverage of at least $100,000. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Acts and Jones Act.

B. **COMMERCIAL GENERAL LIABILITY** - with minimum limits of:

$2,000,000	General Aggregate
$1,000,000	Products - Completed Operations Aggregate
$1,000,000	Personal and Advertisement Injury
$1,000,000	Each Occurrence
$ 100,000	Fire Damage

C. **BUSINESS AUTOMOBILE LIABILITY** - with minimum limits of $1,000,000 per occurrence combined single limit. This insurance shall include for bodily injury and property damages the following coverage's:

(1) Owned Automobiles

(2) Hired Automobiles

(3) Non-owned Automobiles

(4) Employee Non-ownership

NOTE! The required limits of liability for the above policies may include umbrella insurance with the umbrella policy making up the difference between the policy limits of the underlying policies and the total amount of coverage required. Such Umbrella Liability insurance shall be a "follow form" and be at least as broad as the underlying policies.

III. PROPERTY INSURANCE

When this contract includes construction of and/or additions to above-ground buildings or structures, Builder's Risk and/or Installation Floater policies must be provided as follows:

A. **BUILDER'S RISK** - "All risk" form in the amount of 100% of the completed value of such addition, building or structure to include personal property of others in the care, custody or control of the Contractor, and shall include a flat-premium endorsement.

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

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(2) Certified Copy of the policy must be provided to the City prior to the commencement of work.

(3) Waiver of Occupancy Clause or Warranty - to provide that the Builder's Risk coverage will continue to apply until final acceptance by the City of the building or addition, regardless of any prior occupancy.

(4) Flood Insurance must be provided when buildings or structures are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the City and be in the amount of the total insurable value of such building or structure, or the maximum amount of flood insurance coverage available under the National Flood program, whichever is the lesser.

(5) For additions or repairs of existing buildings or structures, the "Builder's Risk Completed Form" covering the Contractor's interest in improvements, repairs, additions, or alterations to completed buildings, shall be included.

(6) Bridges, Viaducts or similar structures - the "Bridge Builders Risk Form" - "All risk" contract with the flat-premium endorsement should be utilized.

B. **INSTALLATION FLOATER** - when the contract is for the installation of machinery and/or equipment into an existing structure, but does not contemplate construction of or addition to the structure itself.

(1) "All Risk" coverage to include transit and installation.

(2) Amount of Insurance - 100% of installed replacement cost value

(3) Maximum Deductible - $5,000 each claim.

(4) Cessation of Insurance - Coverage is to continue in force until final acceptance by the City.

(5) Certified Copy of the policy must be provided to the City prior to commencement of work.

(6) Flood Insurance - must be provided when machinery or equipment are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the city and be in the amount of the total insurable value of such machinery or equipment.

IV. CERTIFICATE OF INSURANCE CLAUSES

All policies and Certificates of Insurance of the Contractor shall contain the following clauses and agreements:

A. Insurers shall have no right of recovery or subrogation against the City of HOLLY HILL (as defined in "C" above), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.

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B. The clause "other insurance" in a policy in which the City of HOLLY HILL is named as an Insured shall not apply to the City of HOLLY HILL.

C. The insurance companies issuing the policies shall have no recourse against the City of HOLLY HILL (as defined in "C" above) for payment of any premiums or for assessments under any policy for insurance.

D. The contractor's insurer shall be requested to include a breach of warranty clause to prevent nullification of insurance because the Contractor breaches a condition of the policy.

E. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.

F. Any loss payable under the Property Insurance, if any, is to be adjusted with and made payable to the City of HOLLY HILL, as their interest may appear.

V. CITY INDEMNIFICATION

The following Indemnification Agreement shall be a provision of this contract and also shall be endorsed onto or attached to the insurance policy and Certificate of Insurance:

"The Contractor agrees to protect, defend and pay on behalf of, and hold the City of HOLLY HILL and its elected officials, officers, employees, volunteers, representatives, agents and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the City of HOLLY HILL's sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the Owner and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or a limitation of liability the City may have under the doctrine of sovereign immunity or Chapter 768.28, Fla. Stat. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.

VI. ENGINEER INDEMNIFICATION

“The Contractor agrees to protect, defend and pay on behalf of, and hold the ENGINEER and its officers, employees, and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the ENGINEER’S sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the ENGINEER. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.

The Contractor shall be responsible for such requirements through the date of final acceptance of the project by the City. With regard to the Contractor’s indemnification obligation for products

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and completed operations, the Contractor shall be responsible for a minimum period of at least one year subsequent to the City's acceptance of the product or completed operation."

VII. The following Insurance Requirement Checklist shall be adhered to in its entirety. The coverage limits and language as indicated on the following checklist shall be reflected on the Contractor's Certificate of Insurance.

VIII. A Waiver of Subrogation shall be provided to the City.

IX. The Contractor' insurance carrier shall submit a letter showing authorization that the company is registered by the State of Florida Department of Insurance

Revised September 2005

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CITY OF HOLLY HILL, FLORIDA
INSURANCE REQUIREMENTS CHECKLIST
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA

Items marked "X" must be provided

X	**General Liability**	**Minimum Limits Required**	
X	Commercial General Liability	$ 2,000,000	General Aggregate
X	Occurrence Form	$ 1,000,000	Product/Completed Operations Agg.
___	_____	$ 1,000,000	Personal & Advertising Injury
___	_____	$ 1,000,000	Each Occurrence
___	_____	$ 100,000	Fire Damage Pump Stations
X	**Automobile Liability**		
	Owned, Hired & Non-Owned	$ 1,000,000	Combined Single Limit per Occurrence
X	**Worker's Compensation and**	Statutory	
	Employer's Liability	$ 100,000	Each Accident
		$ 500,000	Disease - Policy Limit
		$ 100,000	Disease - Each Employee
___	**Professional Liability - Errors & Omissions (*To be completed by Bidder)**		
	* Deductible: $_____	$_____	Aggregate
	* Claims Made (Y/N):_____	$_____	Each Claim
	*Occurrence (Y/N):		
	*Defense included in Limits (Y/N):		
X	**Builder's Risk/Installation Floater (*To be completed by Bidder)**		
	* Flood included $_____ Limit	$_____	100% of Completed or Installed Value, All-Risk Form
	* Transportation included $_____ Limit		
	* Storage included $_____ Limit		
	City must be a named insured. Copy of policy will be required.		
___	**Other**		
	_____	$	
	_____	$	

X The Certificate of Insurance must show "The City of HOLLY HILL, elected officials and employees" and the adjacent property owners as an additional insured.

X Certificates must give to the City of HOLLY HILL 30 days' prior written notice of cancellation, non-renewal, or adverse change.

X Certificates must identify bid number and bid title.

X A Wavier of Subrogation shall be provided to the City

Statement of Bidder:

We understand the requirements requested and agree to comply fully.

_____

Bidder - Authorized Signature

A complete copy of this form with original signature must accompany bid.

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 00 84 00
CONTRACTOR REQUEST FOR INFORMATION (RFI)

PROJECT NAME: **TIDAL BACKFLOW PREVENTERS**
OWNER: _____
ENGINEER: _____ PROJECT NO. _____
CONTRACTOR: _____ PROJECT NO. _____

RFI NO. _____ SPEC. SECT. _____ DRAWING NO. _____
RFI SHORT TITLE: _____

QUESTION/ISSUE: _____

BY: _____ DATE: _____

REPLY: _____

BY: _____ DATE: _____

CC:

- ☐ CONTRACTOR
- ☐ FIELD (INSPECTOR)
- ☐ OWNER
- ☐ ARCHITECT
- ☐ OTHER: _____

END SECTION

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 00 84 10
NOTICE OF AWARD FORM

Date:_____

Contractor:_____

Project:

Date of Bid Opening: _____

You are notified that your bid dated _____, 20____ for the above Contract has been considered and the OWNER, expects to award you a contract for:

_____

_____.

(Indicated total Work, Alternates or Sections of Work Awarded)

The Contract Price of your contract is _____ Dollars ($_____).

Five (5) copies of each of the following proposed Contract Documents (except Project Manual and Drawings) accompany this Notice of Award:

- Agreement Between Owner and Contractor
- Payment and Performance Bond
- Public Construction Bond
- Insurance Requirements
- Affidavit Regarding Workman's Compensation
- Certificate of Insurance for Workman's Compensation

You must comply with the following conditions to the awarded contract within ten (10) days of the date of the Notice of Award, which is by _____, 20___.

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

1. You must deliver to the OWNER five (5) fully executed counterparts of the Agreement.

2. You must deliver with the executed Agreement five (5) completed original documents with original signatures on the Payment and Material Payment Bond and Public Construction Bond in the form specified in the Bidding Documents.

3. You must provide in writing the correct name and address of the surety which is providing the Payment and Material Payment Bond and Public Construction Bonds and the correct name and address of the surety's resident agent for service of process in Florida.

4. You must deliver with the executed Agreement five (5) completed, with original signatures, Certificates and Endorsements of Insurance in the form specified in the Bidding Documents.

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

Within ten (10) days after you comply with these conditions, the OWNER will return to you two (2) fully signed counterparts of the agreement with the Contract Documents attached.

OWNER'S REPRESENTATIVE:

_____

_____ Date: _____

(Authorized Signature)

_____

(Title)

END OF SECTION

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 00 84 20
NOTICE TO PROCEED FORM

Date: _____

Contractor: _____

_____

Notice to Proceed on Project:

You are notified that the Contract Time under the above contract will commence to run on _____ _____, 20___. On that date you are to start performing the Work and your other obligations under the Contract Documents. Based on the Contract Time stated in the Agreement, we calculate that the dates of substantial Completion and Final Completion are _____ _____, 20___, and _____, 20___, respectively.

Work at the site must be started by _____, 20__ as indicated in the Contract Documents.

Enclosed is one (1) set of Drawings and one (1) bound copy of the Project Manual containing:

- Instruction to Bidders
- Bid Form
- Bid Bond
- Executed Agreement
- Payment and Performance Bond
- Public Construction Bond
- Certificates of Insurance
- General Conditions
- Supplementary Conditions
- Notice of Award
- Specifications
- Addenda Numbers ____ through ____

OWNER'S REPRESENTATIVE:

_____

_____
(Name/Title)

_____
(Date)

END OF SECTION

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 00 84 30

CHANGE ORDER FORM

PROJECT:

CHANGE ORDER NO. _____

CONTRACTOR:_____

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: $_____	CHANGE IN CONTRACT TIMES: Original Contract Times: Substantial Completion: _____ Final Completion:
Net changes from previous Change Orders No. _____ to No. _____. $_____	Changes in contract time from previous Change Orders No. _____ to No. _____. _____ Days
Contract Price prior to this Change Order: $_____	Contract Completion Date prior to this Change Order: Final Completion:
Net Increase (decrease) of this Change Order: $_____	Changes in contract time requested this Change Order No. __ _____ Days
Contract Price with all approved Change Orders: $_____	Contract Times with all approved Change Orders: Final Completion:

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CHANGES ORDERED:

I. GENERAL – This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

The change in price and/or delivery date described, is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

II. REQUIRED CHANGES:

III. JUSTIFICATION:

IV. PAYMENT:

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Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:

Mead & Hunt
(Engineer)

By: _____
Name Typed (Date)

_____
(Authorized Signature)

ACCEPTED BY:

_____
(Contractor)

_____
Name Typed (Date)

_____
(Authorized Signature)

APPROVED BY:

_____
Owner

By: _____
Name Typed (Date)

_____
(Authorized Signature)

END OF SECTION

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 00 84 40

APPLICATION AND CERTIFICATE FOR PAYMENT FORM

Application No. _____ Progress _____ Final _____

Engineer's Project No.: _____

Project: _____

Contractor: _____ Contract Date: _____

Contract for : _____

Application Date: _____ For Period Ending _____

Change Order Summary			
Change Orders approved in previous months by OWNER		ADDITIONS	DEDUCTIONS
TOTAL		$ 0.00	$ 0.00
Approved this month			
Number	Date Approved		
	TOTALS	$ 0.00	$ 0.00
Net Change by Change Orders			$ 0.00

1.	ORIGINAL CONTRACT SUM	$ 0.00
2.	Net Change by Change Order	$ 0.00
3.	CONTRACT SUM TO DATE (Line 1 and 2)	$ 0.00
4.	TOTAL COMPLETED AND STORED TO DATE	$
5.	RETAINAGE: (Column I & N, Forms 00845 and 00846)	
	a. ____% of Completed Work	$
	b. ____% of Stored Material	$
	Total Retainage (Line 5a and 5b)	$ 0.00
6.	TOTAL EARNED LESS RETAINAGE	
	(Line 4 less Line 5 Total)	$ 0.00
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT	
	(Line 6 from prior Certificate)	$ 0.00
8.	***AMOUNT DUE THIS APPLICATION***	***$ 0.00***
9.	BALANCE TO FINISH, PLUS RETAINAGE	$ 0.00
	(Line 3 less Line 6)	

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

Contractor's Certification

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of Work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with Work covered by prior Applications for Payment numbered 1 through ____ inclusive; and (2) all materials and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interest and encumbrances; (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated _____ _____
(Contractor)

By: _____
(Name)

_____
(Title)

COUNTY OF
STATE OF

Before me on this _____ day of _____, 20____, personally appeared _____, known to me, who being duly sworn, deposes and says that (s)he is the _____ of the Contractor above mentioned; that s(he) executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

(Notary Seal)

_____
Notary Public

My commission Expires _____

Engineer's Recommendation

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Mead & Hunt, Inc.

By: _____
(Authorized Signature)

Date: _____

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

Owner's Approval

By: _____

_____
(Title)

Acct No. _____ Date: _____

END OF SECTION

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 00 84 40
BID ITEM PAY REQUEST FORM

Application No.
Project:

Owner:

Application Date:
Period Ending:
Contractor:

CONTRACT						Previous Payment		Work this Period		Total to Date		
Item #	Item Description	Qty.	Unit	Unit Price	Total Price	Qty	Amount	Qty	Amount	Qty	Amount	% Complete

Section 00 84 60
Stored Materials Summary

Owner:
Project:
Bid No.:
Contractor:

Date:

Received thru:
Installed thru:

Vendor	Description	Previous Stored Qty.	Previous Stored Amount	Received this Period (+) Qty.	Received this Period (+) Amount	Installed this Period (-) Qty.	Installed this Period (-) Amount	Total Stored this Period

Section 00 84 60
Stored Materials Summary

Owner:
Project:
Bid No.:
Contractor:

Date:

Received thru:
Installed thru:

Vendor	Description	Previous Stored Qty.	Previous Stored Amount	Received this Period (+) Qty.	Received this Period (+) Amount	Installed this Period (-) Qty.	Installed this Period (-) Amount	Total Stored this Period

SECTION 00 84 80
CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No.: _____ ENGINEER's Project No.: _____

CONTRACTOR: _____

Contract Date: _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof.

To: _____
Owner

And To: _____
Contractor

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

_____
Date of Substantial Completion

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item therein does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract documents. When this Certification applies to a specified part of the Work the items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities and insurance shall be as follows:

RESPONSIBILITIES:

OWNER _____

CONTRACTOR _____

The following documents are attached to and made a part of this Certificate:

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____, 20___.

_____
(Engineer)

By_____

The CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20__.

_____
(Contractor)

By_____

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 00 84 90
CONTRACTOR'S FINAL RELEASE OF LIEN

Before me the undersigned authority in said County and State, appeared _____ who, being first duly sworn, deposes and says that he is _____ of _____ _____, a company and/or corporation authorized to do business under the laws of Florida, which is the Contractor on the Contract described as*:* **TIDAL BACKFLOW PREVENTERS** dated the ___ day of _____, 20___, that the said deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of his own knowledge that said Contract has been complied with in every particular by said Contractor and that all parts of the work have been approved by the Owner's Engineers; that there are no bills remaining unpaid for labor, material, or otherwise, in connection with said Contract and work, and that there are no suits pending against the undersigned as Contractor or anyone in connection with the work done and materials furnished or otherwise under said Contract. Deponent further says that the final estimate which has been submitted to the owner simultaneously with the making of the affidavit constitutes all claims and demands against the Owner on account of said Contract or otherwise, and the acceptance of the sum specified in said final estimate will operate as full and final release and discharge of the Owner from any further claims, demands or compensation by Contractor under the above Contract. Deponent further agrees that all guarantees under this Contract shall be in full force from the date of this release as spelled out in the Contract Documents.

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

_____
Notary Public

My Commission Expires: _____

We, the _____having heretofore executed a Performance Bond for the above-mentioned Contractor covered Project and Section as described above in the sum of _____ dollars ($_____), hereby agree that the Owner may make full payment of the final estimate, including the retained percentage, to said Contractor.

It is fully understood that the granting of the right to the Owner to make payment of the final estimate to said Contractor and/or his assigns, shall in no way release the surety company of its obligations under its bond, as set forth in the Specifications, Contract and Bond pertaining to the above Project.

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

IN WITNESS WHEREOF, the _____has caused this instrument to be executed on its behalf by its _____and/or its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all of this _____ day of _____, A.D., 20_____.

_____
Surety Company

_____
Attorney in Fact

(Power of Attorney must be attached if executed by Attorney in Fact)

STATE OF FLORIDA

COUNTY OF _____

Before me the undersigned authority, personally appeared to me well known as the person described in and who executed the foregoing instrument in the name of _____ _____and/or authority to execute the same on behalf of said _____ _____, a corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____this _____day of _____, 20_____.

_____
Notary Public

My Commission Expires:_____

END OF SECTION

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 01 00 00

PROJECT REQUIREMENTS

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: The Work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all Work included in this Contract. The summary of the Work is presented in Section 01 11 00: Summary of Work.

B. Work Included:

1. The CONTRACTOR shall furnish all labor, superintendence, materials, plant power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the Work. The CONTRACTOR shall obtain and pay for all necessary local building permits. The CONTRACTOR shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the ENGINEER, and in strict accordance with the Contract Documents. The CONTRACTOR shall clean up the Work and maintain it during and after construction, until accepted, and shall do all Work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the Work.

2. The cost of incidental work described in these Project Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the Work and shall be included in the prices for the various Contract Items. No additional payment will be made therefore.

3. The CONTRACTOR shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the ENGINEER, to perform in a satisfactory and acceptable manner all the Work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The CONTRACTOR shall be solely responsible for the adequacy of his workmanship, materials, and equipment, prior approval of the ENGINEER notwithstanding.

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

C. Public Utility Installations and Structures:

1. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, vaults, manholes, and all other appurtenances and facilities pertaining thereto whether owned or controlled by the OWNER, other governmental bodies, or privately owned by individuals, firms, or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water, or other public or private property which may be affected by the Work shall be deemed included hereunder.

2. The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy and it is the responsibility of the CONTRACTOR to make his own investigations to inform himself fully of the character, condition, and extent of all such installations and structures as may be encountered and as may affect the construction operations.

3. The CONTRACTOR shall protect all public utility installations and structures from damage during the Work. Access across any buried public utility installation or structure shall be made to avoid any damage to these facilities. All required protective devices and construction shall be provided by the CONTRACTOR at his expense. All existing public utilities damaged by the CONTRACTOR shall be repaired by the CONTRACTOR, at his expense. No separate payment shall be made for such protection or repairs to public utility installations or structures.

4. Public utility installations or structures owned or controlled by the OWNER or other governmental body which are shown on the Drawings to be removed, relocated, replaced, or rebuilt by the CONTRACTOR shall be considered as a part of the general cost of doing the Work and shall be included in the prices bid for the various Contract Items; therefore, no separate payment shall be made.

5. Where public utility installations of structures owned or controlled by the OWNER or other governmental body are encountered during the course of the Work, and are not indicated on the Drawings or in the Specifications, and when, in the opinion of the ENGINEER, removal, relocation, replacement, or rebuilding is necessary to complete the Work under this Contract, such Work shall be accomplished by the utility having jurisdiction, or such Work may be ordered, in writing by the ENGINEER, for the CONTRACTOR to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously, and the CONTRACTOR shall give full cooperation to permit the utility to complete the removal, relocation, replacement, or rebuilding as required. If such work is accomplished by the

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

CONTRACTOR, it will be paid for as extra work as provided in the Agreement.

6. The CONTRACTOR shall, at all times, in performance of the Work, employ acceptable methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage, or destruction of public utility installations and structures; and shall, at all times in the performance of the Work, avoid unnecessary interference with, or interruption of, public utility services, and shall cooperate fully with the owners thereof to that end.

7. The CONTRACTOR shall give written notice to OWNER and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least 48-hours in advance of breaking ground in any area or on any unit of the Work.

8. The maintenance, repair, removal, relocation, or rebuilding of public utility installations and structures, when accomplished by the CONTRACTOR as herein provided, shall be done by methods approved by the owners of such utilities.

1.02 DRAWINGS AND PROJECT MANUAL

A. Drawings: When obtaining data and information from the Drawings, figures shall be used in preference to scaled dimensions, and large-scale drawings in preference to small-scale drawings.

B. Supplementary Drawings:

1. When, in the opinion of the ENGINEER, it becomes necessary to explain more fully the Work to be done or to illustrate the Work further or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared by the ENGINEER, and the CONTRACTOR will be furnished one (1) complete set of reproducible Mylar sepias [24 inches by 36 inches (24" x 36")] and one (1) reproducible copy of the Project Manual.

2. The Supplementary Drawings shall be binding upon the CONTRACTOR with the same force as the Contract Drawings. Where such Supplementary Drawings require either less or more than the estimated quantities of Work, credit to the OWNER or compensation therefore to the CONTRACTOR shall be subject to the terms of the Agreement.

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C. CONTRACTOR to Check Drawings and Data:

1. The CONTRACTOR shall verify all dimensions, quantities, and details shown on the Drawings, Supplementary Drawings, schedules, Specifications, or other data received from the ENGINEER, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the CONTRACTOR of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting there from, nor from rectifying such conditions at his own expense. He will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the ENGINEER, should such errors or omissions be discovered.

2. All schedules are given for the convenience of the ENGINEER and the CONTRACTOR and are not guaranteed to be complete. The CONTRACTOR shall assume all responsibility or the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

D. Specifications: The Technical Specifications consist of three (3) parts: General, Products, and Execution. The General part of a Specification contains General Requirements which govern the Work. The Products and Execution parts modify and supplement the General Requirements by detailed requirements for the Work and shall always govern whenever there appears to be a conflict.

E. Intent:

1. All Work called for in the Specifications applicable to this Contract, but not shown on the Drawings in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Drawings or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the Work, is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described.

2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, the interpretation of these Specifications shall be made upon that basis.

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1.03 MATERIALS AND EQUIPMENT

A. Manufacturer:

1. All transactions with the manufacturers or subcontractors shall be through the CONTRACTOR, unless the CONTRACTOR shall request and at the ENGINEER's option, that the manufacturer or subcontractor deal directly with the ENGINEER. Any such transactions shall not in any way release the CONTRACTOR from his full responsibility under this Contract.

2. Any two (2) or more pieces of material or equipment of the same kind, type, or classification, and being used for identical types of service, shall be made by the same manufacturer.

B. Delivery:

1. The CONTRACTOR shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the Work so as to complete the Work within the allotted time.

2. The CONTRACTOR shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related CONTRACTOR.

C. Tools and Accessories:

1. The CONTRACTOR shall, unless otherwise stated in the Contract Documents, furnish with each type, kind, or size of equipment, one (1) complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment. Such tools and appliances shall be furnished in approved painted steel cases, properly labeled, and equipped with good grade cylinder locks and duplicate keys.

2. Spare parts shall be furnished as specified herein and as recommended by the manufacturer necessary for the operation of the equipment, not including materials required for routine maintenance.

3. Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place, and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight, and principal rate data.

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D. Service of Manufacturer's Engineer:

1. The Contract Prices for equipment shall include the cost of furnishing a competent and experienced engineer or superintendent who shall represent the manufacturer and shall assist the CONTRACTOR, when required, to install, adjust, test, and place in operation, the equipment in conformity with the Contract Documents.

2. After the equipment is placed in permanent operation by the OWNER, such engineer or superintendent shall make all adjustments and tests required by the ENGINEER to prove that such equipment is in proper and satisfactory operating condition, and shall instruct such personnel as may be designated by the OWNER in the proper operation and maintenance of such equipment.

1.04 INSPECTION AND TESTING

A. General:

1. For tests specified to be made by the CONTRACTOR, the testing personnel shall make the necessary inspections and tests, and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Five (5) copies of the reports shall be submitted, and authoritative certification thereof must be furnished to the ENGINEER as a prerequisite for the acceptance of any material or equipment.

2. If, in the making of any test of any material or equipment, it is ascertained by the ENGINEER that the material or equipment does not comply with the Contract Documents, the CONTRACTOR will be notified thereof, and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the Work and replace it with acceptable material, without cost to the OWNER.

3. Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with the recognized test codes of the ANSI, ASME, or the IEEE, except as may otherwise be stated herein.

4. The CONTRACTOR shall be fully responsible for the proper operation of equipment during testing and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the OWNER formally takes over the operation thereof.

B. Costs:

1. All inspection and testing of materials furnished under this Contract will be provided by the CONTRACTOR, unless otherwise expressly specified.

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2. The cost of shop and field tests of equipment and of certain other tests specifically called for in the Contract Documents shall be borne by the CONTRACTOR, and such costs shall be deemed to be included in the Contract Price.

3. Materials and equipment submitted by the CONTRACTOR as the equivalent to those specifically named in the Contract may be tested by the OWNER for compliance. The CONTRACTOR shall reimburse the OWNER for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

C. Certificate of Manufacture:

1. CONTRACTOR shall furnish to ENGINEER authoritative evidence in the form of a certificate of manufacture that the materials to be used in the Work have been manufactured and tested in conformity with the Contract Documents.

2. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

D. Shop Tests:

1. Each piece of equipment for which pressure, duty, capacity, rating, efficiency, performance, function, or special requirements are specified shall be tested in the shop of the maker in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents.

2. Five (5) copies of the manufacturer's actual test data and interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company and/or independent laboratory, shall be submitted to the ENGINEER for approval.

3. The cost of shop tests and of furnishing manufacturer's preliminary and shop test data of operating equipment shall be borne by the CONTRACTOR.

E. Start-up Tests:

1. As soon as conditions permit, the CONTRACTOR shall furnish all labor, materials, and instruments and shall make start-up tests of equipment.

2. If the start-up tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the CONTRACTOR shall, prior to demonstration tests, make all changes,

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adjustments, and replacements required. The furnishing CONTRACTOR shall assist in the start-up tests as applicable.

F. Demonstration Tests:

1. Prior to CONTRACTOR's request for a Substantial Completion inspection, all equipment and piping installed under this Contract shall be subjected to demonstration tests as specified or required to prove compliance with the Contract Documents.

2. The CONTRACTOR shall furnish labor, fuel, energy, water, and all other materials, equipment, and instruments necessary for all demonstration tests, at no additional cost to the OWNER. CONTRACTOR shall assist in the demonstration tests as applicable.

1.05 LINES AND GRADES

A. Grade:

1. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings, or as given by the ENGINEER. The full responsibility for keeping alignment and grade shall rest upon the CONTRACTOR.

2. The vertical bench marks provided is USGS "Public Records" monumentation and the horizontal control is the monumentation on plats contained in the "Public Records of Volusia County."

B. Surveys:

1. The CONTRACTOR shall furnish and maintain, at his own expense, stakes, and other such materials.

2. The CONTRACTOR shall check such reference marks by such means as he may deem necessary and, before using them, shall call the ENGINEER's attention to any inaccuracies.

3. The CONTRACTOR shall, at his own expense, establish all working or construction lines and grades as required from the reference marks set by the ENGINEER, and shall be solely responsible for the accuracy thereof. He shall, however, be subject to the check and review by the ENGINEER.

C. Safeguarding Marks:

1. The CONTRACTOR shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the Work, bear the cost

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of re-establishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes, and marks.

2. The CONTRACTOR shall safeguard all existing and known property corners, monuments, and marks adjacent to but not related to the Work and shall bear the cost of re-establishing them if disturbed or destroyed.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 11 00

SUMMARY OF WORK

PART 1 – GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. This Contract is for the construction of the:

TIDAL BACKFLOW PREVENTERS

The work consists of furnishing all labor, equipment, and materials for the construction of the facilities consisting of, but not limited to, the following:

Installation of several backflow preventers in storm drain outfall pipes from 2nd Street to 7th Street in Holly Hill, Florida.

B. The CONTRACTOR shall furnish all labor, equipment, tools, services, and incidentals to complete all Work required by these Specifications and as shown on the Drawings.

C. The CONTRACTOR shall perform the Work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.

D. All materials, equipment, skills, tools, and labor which is reasonably and properly inferable and necessary for the proper completion of the Work in a substantial manner and in compliance with the requirements stated or implied by these Specification or Drawings shall be furnished and installed by the CONTRACTOR without additional compensation, whether specifically indicated in the Contract Documents or not.

E. The CONTRACTOR shall comply with all City, County, State, Federal, and other codes which are applicable to this Project.

1.02 CONTRACTOR'S USE OF PREMISES

A. The CONTRACTOR shall assume full responsibility for the protection and safekeeping of products and materials at the job site. If additional storage or work areas are required, they shall be obtained by the CONTRACTOR at no additional cost to the OWNER.

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1.03 PROJECT SEQUENCE

A. The CONTRACTOR shall establish his work sequence based on the use of crews to facilitate completion of construction and testing within the specified Contract time.

END OF SECTION

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SECTION 01 22 00

UNIT PRICES

PART 1 - GENERAL

A. Separate payment will be made only for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.

B. The Contractor's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

C. No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work.

1. Excavation, including necessary pavement base removal.
2. Shoring and sheeting.
3. Dewatering and disposal of surplus water.
4. Structural Fill.
5. Backfill.
6. Grading.
7. Replacement of unpaved driveways, grass and shrubbery plots.
8. Cleanup.
9. Testing and placing system in operation.
10. Any material and equipment required to be installed and utilized for testing.
11. Pipe, structures, pavement replacement and/or appurtenances included within the limits of lump sum work.
12. Maintaining the existing quality of service during construction.
13. Appurtenant work as required for a complete and operable system.

D. No payment shall be made for work constructed outside the authorized limits of work.

E. The Contractor is hereby made aware that there are Technical Specifications for items to be constructed not specifically included within these contract documents. For those items, the latest version of FDOT Specification for Road and Bridge Construction shall apply.

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PART 2 - MATERIALS AND EQUIPMENT

2.01 Mobilization **Bid Item A1**

The lump sum to complete this item shall be full compensation for the preparatory work and operations in mobilizing for beginning work on the Project including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of field office, building, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, and state and local laws and regulations; and any other pre-construction expense necessary for the start of the Work; the cost of field engineering including permits and fees, construction schedules, project signs, shop drawings, temporary facilities, laydown storage area, construction aids, work associated with contractor support during Owner/Engineer reviews and inspection, re-inspections, and any re-work resulting from same, cleaning, operation and maintenance data, and for all other work required for demobilization. The Contractor shall submit invoices substantiating the cost of mobilization and demobilization with each pay request. Ten percent (10%) for the cost for mobilization and demobilization will be withheld until acceptance and final payment.

2.02 Erosion and Sediment Control **Bid Item A2**

Lump sum payment will be made based on completion of **s**ediment and erosion control measures necessary to prevent transport of material due to construction activity, sequence of construction and environmental conditions. Payment shall be full compensation for materials, labor, equipment and work necessary to complete the work in accordance with the contract documents and City/County/State/Federal requirements. Agency notification, record keeping, hay bales, silt fence, floating turbidity barriers, settling ponds, vegetation, and other Best Management Practices.

2.03 Preconstruction Video **Bid Item A3**

Lump sum payment will be made based on delivery to the City of two copies with documentation of the video for the project route. The contract lump sum price shall be full compensation for all materials and work necessary to complete the professional videotaping in accordance with the project specifications including audio and written logs. Construction work shall not start until videos are delivered and approved by the project representative. Videos shall show condition of right-of-way and yards at right-of-way.

2.04 Field Locate and Expose Existing Utilities **Bid Item A4**

Payment at the applicable lump sum price will be made based on completion of exposing existing City utilities and all other utilities within the contract work limits. The contract lump sum price will be full compensation for all equipment, labor, and materials necessary to verify existing utilities within the rights-of-way or easements shown on the contract plans and provide a sketch of each major intersection or congested area with the Contractor's proposed solution to conflicts found prior to construction.

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2.05 Furnish and Install Backflow Preventors **Bid Items B1-B8**

Lump Sum Payment will be made for the satisfactory construction of each item listed in the subcategory, and will include full compensation for all preparation, excavation, backfill, concrete, brickwork, linings, benches, concrete aprons, grates, frames, covers, pipe, backflow preventors, and restoration of surface improvements(pavement, sod, sidewalks,etc), all constructed in accordance with the drawings. Payment includes demolition and removal of existing inlets.

2.06 Compliance with Florida "Trench Safety Act" **Bid Item C1**

Lump sum payment will be made based on the contractor's full and complete compliance with the State of Florida Trench Safety Act. Payment shall be made as a percentage of this item based on the percent of overage utility installation work completed.

2.07 Unsuitable Material Excavation **Bid Item C2**

Where field conditions indicate the necessity for removing unsuitable material or muck from trench or roadway area excavations; and where such excavations require the removal of muck or other unsuitable material as determined by the Engineer, and replacement with suitable material, payment will be made at the contract unit price per cubic yard in situ for such muck or other unsuitable material removed and replaced with clean fill upon the basis of in place measurement of the material removed.

2.08 Crushed Rock or Shell Trench Subgrade Material **Bid Item C3**

Where field conditions necessitate the provision of select subgrade material, payment will be made at the contract unit price per cubic yard for approved crushed rock or shell material placed in trench or structure excavations. Payment will be made only when placement of material is directed by the Engineer.

2.09 Rock Excavation **Bid Item C4**

Payment shall be made at the applicable unit price when, in the Engineers opinion, field conditions indicate the necessity for removing rock from trench excavations; and where such excavations require the removal of rock as determined by the Engineer, and replacement with suitable material, payment shall be made at the applicable unit price per cubic yard for such rock removed and replaced with clean fill upon the basis of in place measurement of the cemented material removed. Payment shall not be made for trench widths wider than six (6) feet, or in areas where the material removed can be "co-mingled" with other backfill above the pipe envelope with the backfilling operation.

2.10 As-Built Plans **Bid Item C5**

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Lump sum payment will be made based on delivery of record drawings produced by a licensed surveyor conforming to the specifications. Periodical record drawings shall be submitted with each pay estimate on which the Engineer shall rely to ensure the improvements are constructed in accordance with the design locations and elevations. Progress payments submitted without updated record drawings to document work constructed that pay period shall be a basis for rejection of the pay request until such time as adequate record drawings are submitted.

END OF SECTION

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 01 29 73

SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Submit to the Engineer a Schedule of Values allocated to the various lump sum portions of the Work, at the Pre-Construction Conference, and as otherwise specified or requested to be submitted earlier as evidence of the Apparent Low Bidder's qualifications.

2. Upon request of the Engineer support the values with data which will substantiate their correctness. The data shall include, but not be limited to quantity of materials, all sub-elements of the activity, and their units of measure.

3. The Schedule of Values shall establish the actual value for each activity of the Work to be completed taken from the approved Critical Path Method (CPM) Construction Schedule, and shall be used as the basis for the Contractor's Applications for Payment.

B. Related Requirements Described Elsewhere:

1. Conditions of the Construction Contract.

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

A. Type schedule on 8-1/2 inch x 11-inch white paper. Contractor's standard forms and computer printouts may be considered for approval by the Engineer upon Contractor's request. Identify schedule with:

1. Title of project and location.

2. Owner and purchase order number.

3. Engineer and project number.

4. Name and address of Contractor.

5. Contract designation.

6. Date of submission.

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B. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing item prices for progress payments during construction.

C. Identify each line item with the number and the title of the respective section of the Specifications.

D. For each major item of the Work, list sub-values of major products or operations under the major item.

E. For the various portions of the Work:

1. The amount for each item shall reflect a total installed cost including a directly proportional amount of the Contractor's overhead and profit.

2. For items on which progress payments will be requested for stored materials, break down the value into:

a. The cost of the materials, delivered and unloaded, with taxes paid. Paid invoices are required for materials. Payment for materials shall be limited to the invoiced amount only.

b. The total installed value.

F. Round off figures to nearest dollar amount.

G. The sum of the costs of all items listed in the schedule shall equal the total Contract Price.

H. For each item which has an installed value of more than $15,000, provide a breakdown of costs to list major products or operations under each item.

I. The form of the Schedule of Values shall parallel the form presented in Section 00845: Schedule of Values.

1.03 SUB-SCHEDULE OF UNIT MATERIAL VALUES

A. Submit a separate schedule of unit prices for materials to be stored on site and for those materials incorporated into the Work for which progress payments will be requested.

B. Format shall parallel that shown in Section 00846: Materials Stored On Site Form.

C. The unit values for the materials shall be broken down into:

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1. Cost of the material, delivered and unloaded at the site, with taxes paid.

2. Copies of paid invoices for component material shall be included with the payment request in which the material first appears.

D. Only materials unique to the project may be billed when stored on site. Materials of standard use such as conduit, wire, small-diameter pipe, steel, etc., shall not be accepted for payment.

E. The installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

1.04 REVIEW AND RESUBMITTAL

A. After review by Engineer, revise and resubmit Schedule of Values and Schedule of Unit Material Values as required.

B. Resubmit revised schedules in same manner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 29 76

PROGRESS PAYMENT PROCEDURES

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: Submit Application for payment to the ENGINEER on accordance with schedule established by Conditions of the Contract and Agreement between OWNER and CONTRACTOR. CONTRACTOR shall use the Application and Certificate for Payment Form included on Section 00 84 40 as the official pay request form.

B. Related Requirements Described Elsewhere:

1. Agreement: Section 00 50 00.

2. Construction Progress Schedule: Section 01 32 16.

3. Schedule of Values: Section 01 29 73.

4. Photographic Documentation: Section 01 32 33.

5. Project Record Documents: Section 01 78 39.

1.02 FORMAT REQUIRED

A. Submit applications typed on the form provided in Division 0, Section 00 84 40: Application and Certificate for Payment Form, with itemized data typed on eight and one-half inch by 11 inch (8-1/2" x 11") or white paper continuation sheets.

B. Provide itemized data on continuation sheets of format, schedules, line items, and values specified on the Application and Certificate for Payment Form. The CONTRACTOR shall use the item descriptions and contract values included in schedule of values, approved, and accepted by the ENGINEER as a basis for preparation of the Application for Payment Form.

1.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

A. Application Form:

1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.

2. Fill in percent complete for each activity and dollar values to agree with respective percent's.

3. Execute certification with signature of a responsible officer of CONTRACTOR.

B. Continuous Sheets:

1. Fill in total of all scheduled component items of the Work, with item number and schedule dollar value for each item.

2. Fill in dollar value in each column for each scheduled line item when Work has been performed or products stored. Round off values to nearest dollar, or as specified for Schedule of Values.

3. List each Change Order executed prior to date of submission, at the end of the continuation sheets. List by Change Order Number, and description, as for an original component item Work.

4. To receive approval for payment on component material stored on site, submit copies of the original invoices with Application and Certificate for Payment.

5. As provided for in the Application and Certificate for Payment Form, the CONTRACTOR shall certify, for each current pay request, that all previous progress payments received from the OWNER, under this Contract, have been applied by the CONTRACTOR to discharge in full, all obligations of the CONTRACTOR in connection with Work covered by prior Applications for Payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest, and encumbrances. CONTRACTOR shall attach to each Application and Certificate for Payment like affidavits by all Subcontractors.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

A. CONTRACTOR shall submit suitable information, with a cover letter identifying:

1. Project.

2. Application number and date.

3. Detailed list of enclosures.

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4. For stored products:

a) Item number and identification as shown on application.
b) Description of specific material.

B. Submit one (1) copy of data and cover letter for each copy of application.

C. The CONTRACTOR is to maintain an updated set of drawings to be used as record drawings in accordance with Section 01 78 39: Project Record Documents. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the OWNER and the ENGINEER.

D. Each monthly application for payment shall incorporate the corresponding "monthly progress status report" and updated construction schedule, prepared in accordance with the requirements of Section 01 32 16: Construction Progress Schedule.

E. As a prerequisite for payment, CONTRACTOR shall submit a duly executed letter from surety consenting to payment due and progress to date.

F. Provide construction photographs in accordance with Section 01 32 33: Photographic Documentation.

1.05 PREPARATION OF APPLICATION FOR FINAL PAYMENT

A. Fill in application form as specified for progress payments. Provide information as required by the General Conditions and Section 01 77 00: Closeout Procedures.

B. Furnish evidence of completed operations and insurance in accordance with the General Conditions.

C. Provide CONTRACTOR's Final Release of Lien (Section 00 84 90) and other close-out submittals as required by the General Conditions.

1.06 SUBMITTAL PROCEDURE

A. Submit Application for Payment to the ENGINEER at the time stipulated in the Agreement, or as agreed to at the pre-construction meeting. Review the percent's complete with the ENGINEER and resolve any conflict or discrepancies.

B. Application for payment to be submitted electronically in color for processing and payment.

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C. When the ENGINEER finds the Application and Certificate for Payment Form is properly completed and correct, he will execute the Certificate for Payment and transmit the forms to the OWNER, with a copy to the CONTRACTOR.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 31 19

PROJECT MEETINGS

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The CONTRACTOR shall coordinate with the ENGINEER to schedule and administer the preconstruction meeting, resident meeting, utility coordination, periodic progress meetings, and specifically called meetings throughout the progress of the Work.

2. The ENGINEER shall:

   a. Prepare agenda for meetings.
   b. Make physical arrangements for meetings.
   c. Preside at meetings.
   d. Take and distribute meeting minutes.

3. The CONTRACTOR shall:

   a. Attend all meetings along with pertinent subcontractors and suppliers.
   b. Appoint attendees who are qualified and authorized to act on behalf of the entity each represents.
   c. Provide requested information at meetings.

4. The OWNER shall:

   a. Attend meetings to ascertain that the Work is expedited consistent with Contract Documents and construction schedules.

B. Related Requirements Described Elsewhere:

1. Construction Progress Schedules: Section 01 32 16.

2. Shop Drawings: Section 01 33 23.

3. Project Record Documents: Section 01 78 39.

1.02 PRECONSTRUCTION MEETING

A. Purpose: To initiate coordination of contractual requirements prior to start of work.

B. Scheduling: ENGINEER will schedule a preconstruction meeting after execution of the Contract. Invites shall be sent via electronic mail.

C. Location: A local site, convenient for all parties, designated by the ENGINEER.

D. Attendance:

1. OWNER's representative.
2. ENGINEER and his sub-consultants.
3. Resident project representative.
4. CONTRACTOR and his superintendent.
5. Major subcontractors.
6. Representatives of major suppliers and manufacturers, as appropriate.
7. Governmental and franchised utility representatives, as appropriate.
8. Permit agency representatives, as appropriate.
9. Funding agency representatives, as appropriate.
10. Others as requested by the CONTRACTOR, OWNER, and ENGINEER.

C. Suggested Agenda:

1. Introductions and Roles.
2. Contract Execution and Dates.
    a. Contracts.
    b. Contract Time/Dates.
    c. Copies of Conformed Documents.
3. Communications.
    a. Lines of Communication.
    b. Coordination Meetings.

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c. Contact List.
d. Requests for Information (RFIs).

4. Preconstruction Matters.

a. Submittals.
b. Material Acquisition.
c. Mobilization.
d. Permitting.

5. Construction/Coordination.

a. Working Days/Hours.
b. Change Orders.
c. Locating Existing Facilities.
d. Demolition.
e. Testing.
f. Updated Schedules.

6. Pay Requests.

a. Process.
b. Schedule of Values.
c. Stored Materials.
d. Preliminary As-Builts.

7. Contract Closeout.

a. Substantial Completion.
b. Punch-list.
c. Final Acceptance.
d. Warranty.
e. Final Payment.

1.03 RESIDENT MEETING(S)

A. Purpose: To present construction approach to effected residents and to allow residents to ask questions concerning such.

B. Scheduling: ENGINEER/OWNER will schedule resident meeting(s) after preconstruction meeting is held, but before construction begins. Invites shall be distributed via electronic mail and hard copy flyers. CONTRACTOR shall assist in the distribution of flyers.

C. Location: A local site, convenient for all parties, designated by the ENGINEER/OWNER.

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D. Attendance:

1. OWNER's representative.
2. ENGINEER.
3. Resident project representative.
4. CONTRACTOR and his superintendent.
5. Major subcontractors, as appropriate.
6. Residents.

E. Suggested Agenda: To be determined by ENGINEER/OWNER.

1.04 UTIITY COORDINATION MEETING(S)

A. Purpose: To discuss the coordination of the construction with existing and proposed utilities.

B. Scheduling: ENGINEER will schedule utility coordination meeting(s) as needed. These meetings may be held in conjunction with Progress Meetings. Invites shall be distributed via electronic mail.

C. Location: A local site, convenient for all parties, designated by the ENGINEER.

D. Attendance:

1. OWNER's representative.
2. ENGINEER.
3. Resident project representative.
4. CONTRACTOR and his superintendent.
5. Major subcontractors, as appropriate.
6. Utility representatives.

E. Suggested Agenda: To be determined by ENGINEER.

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1.05 PROGRESS MEETINGS

A. Purpose: To discuss the progress of the construction and projected work activities.

B. Scheduling: ENGINEER will schedule progress meetings on a regular basis at a minimum frequency of once per week and at a maximum frequency of once per month. Invites shall be distributed via electronic mail.

C. Location: A local site, convenient for all parties, designated by the ENGINEER.

D. Attendance:

1. OWNER's representative.
2. ENGINEER and sub-consultants, as appropriate.
3. Resident project representative.
4. CONTRACTOR and his superintendent.
5. Major subcontractors, as appropriate.
6. Utility representatives, as appropriate.
7. Permit agency representatives, as appropriate.
8. Funding agency representatives, as appropriate.

E. Suggested Agenda:

1. Work progress since last meeting.
2. Work scheduled this period.
3. Field observations, problems, and conflicts.
4. Construction schedule.
    a. Status of current schedule.
    b. Issues impacting schedule.
    c. Fabrication and delivery schedules.
    d. Corrective measures to regain projected schedule.
5. Submittals.
6. RFIs.
7. Pending Changes and Substitutions.
8. Quality Control.

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9. Pay Requests.

10. Other Business.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 32 16
CONSTRUCTION PROGRESS SCHEDULES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Promptly after award of the Contract, prepare and submit to the Engineer estimated construction progress schedules demonstrating complete fulfillment of all Contract requirements utilizing a Critical Path Method (hereinafter referred to as CPM) in planning, coordinating, and performing the Work under this Contract (including all activities of subcontractors, equipment vendors, and suppliers). The principles and definition of CPM terms used herein shall be as set forth in the Associated General Contractors of America (AGC) publication, The Use of CPM in Construction, A Manual for General Contractors and the Construction Industry, latest edition, but the provisions of this Specification shall govern the planning, coordinating, and performance of the Work.

2. Submit revised progress schedules on a monthly basis. No partial payments shall be approved until there is an approved construction progress schedule on hand.

B. Related Requirements Described Elsewhere:

1. Conditions of the Contract.
2. Summary of Work: Section 01 11 00.
3. Project Meetings: Section 01 31 19.
4. Progress Payment Procedures: Section 01 29 76
5. Shop Drawings: Section 01 33 23.

1.02 QUALIFICATIONS

A. A statement of computerized CPM capability shall be submitted in writing prior to the award of the Contract and shall verify that either Contractor's organization has in-house capability to use the CPM technique or that Contractor will employ a CPM consultant who is so qualified.

B. In-house capability shall be verified by description of construction projects to which Contractor or Contractor's consultant has successfully applied computerized CPM

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and shall include at least two (2) projects valued at least half the expected value of this project.

1.03 FORM OF SCHEDULES

A. Prepare schedules in the form of a horizontal bar chart.

1. Provide a separate horizontal bar for each trade or operation within each structure or item.

2. Horizontal time scale:

a. Show starting and completion dates for each activity in terms of the number of days after Notice to Proceed. All completion dates shown shall be within the period specified for contract completion.

b. Identify the first work day of each month.

2. Scale and Spacing: Sufficient to allow space for notations and future revisions.

4. Maximum Sheet Size: 24 inches by 36 inches.

B. Format of Listings: The chronological order of the start of each item of work for each structure.

C. Identification of Listings: By major specification section numbers as applicable and by utility.

D. Construction Progress Schedules shall be computer generated using software equal to Primavera Project Planner for Windows by Primavera Systems, Inc., Bala Cynwyd, P.A., or approved equal.

1.04 CONTENT OF SCHEDULES

A. Construction Progress Schedule:

1. Show the complete sequence of construction by activity and by structure.

2. Show the dates for the beginning and completion of each major element of construction in no more than a two (2) week increment scale. Specifically list, but do not limit to:

a. Shop Drawing Schedule.
b. Installation of temporary facilities.

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c. Clearing.
d. Demolition
e. Subcontractor work
f. Utility Installations
g. Paving
h. Start-Up
i. Project closeout

3. Show projected percentage of completion for each item, as of the first day of each month.

4. Show projected dollar cash flow requirements for each month of construction and for each activity as indicated by the approved Schedule of Values.

B. Submittals for construction progress schedules shall be in accordance with Section 01 33 23: Shop Drawings. Indicate on the schedule the following:

1. The dates for Contractor's submittals.
2. The date submittals will be required for Owner-furnished products, if applicable.
3. The date approved submittals will be required from the Engineer.

C. A typewritten list of all long lead items (equipment, materials, etc.).

D. To the extent that the progress schedule or any revised progress schedule shows anything not jointly agreed upon or fails to show anything jointly agreed upon, it shall not be deemed to have been approved by the Engineer. Failure to include any element of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within any applicable completion date, notwithstanding the Engineer's approval of the progress schedule.

E. Scheduling Constraints: The work within Owner's property must be completed within the maximum number of days start to finish, as indicated in the Contract. Additionally, work must proceed on a continuous basis, without stoppages, except for nights and weekends. There shall be no lapses between phases of construction.

1.05 PROGRESS REVISIONS

A. Indicate progress of each activity to date of submission.

B. Show changes occurring since previous submission of schedule:

1. Major changes in scope.
2. Activities modified since previous submission.
3. Revised projections of progress and completion.

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4. Other identifiable changes.

C. Provide a narrative report as needed to define:

1. Problem areas, anticipated delays, and the impact on the schedule.
2. Corrective action recommended, and its effect.
3. The effect of changes on schedules of other prime contractors.

D. If the Work falls behind the critical path schedule by two (2) weeks or more, the Contractor shall prepare a recovery schedule.

1.06 SUBMISSIONS

A. Submittal Requirements.

1. Logic network and/or time-phased bar chart, computer generated.

2. Computerized network analysis:

a. Sort by early start
b. Sort by float
c. Sort by predecessor/successor

3. Narrative description of the logic and reasoning of the schedule.

B. Time of Submittals.

Within ten (10) working days after Notice to Proceed, Contractor shall submit a network diagram describing the activities to be accomplished in the project and their dependency relationships, (predecessor/successor) as well as a tabulated schedule as herein defined. The total length of time indicated on the initial CPM schedule shall equal the exact number of days in the Contract Time as defined in Section 00 50 00: Agreement. The schedule produced and submitted shall also indicate calendar dates, including project starting and completion dates, based on the Contract Commencement and completion dates indicated in the Notice to Proceed. The Engineer will complete the review of the complete schedule within fifteen (15) working days after receipt. During the review process, the Engineer may meet with a representative of Contractor to review the proposed plan and schedule to discuss any clarifications that may be necessary.

C. Within ten (10) working days after the conclusion of the Engineer's review period, Contractor shall revise the network diagram as required and resubmit the network diagram and a tabulated schedule produced therefrom. The revised network diagram and tabulated schedule shall be reviewed and accepted or rejected by the Engineer within fifteen (15) working days after receipt. The network diagram and tabulated

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schedule, when accepted by the Engineer, shall constitute the project work schedule unless a revised schedule is required due to substantial changes in the Work, a change in Contract Time or a recovery schedule is required and requested.

D. Acceptance. The finalized schedule will be acceptable to the Engineer when, in the opinion of the Engineer, it demonstrates an orderly progression of the Work to completion in accordance with the Contract Documents. Such acceptance will neither impose on the Engineer responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility therefore. The finalized schedule of shop drawing submittals will be acceptable to the Engineer when, in the opinion of the Engineer, it demonstrates a workable arrangement for processing the submittals in accordance with the requirements. The finalized Schedule of Values (lump sum price breakdown), as applicable, will be acceptable to the Engineer as to form and content when, in the opinion of the Engineer, it demonstrates a substantial basis for equitably distributing the Contract Price. When the network diagram and tabulated schedule have been accepted, the Contractor shall submit to the Engineer six (6) copies of the time-scaled network diagram, six (6) copies of a computerized tabulated schedule in which the activities have been sequenced by numbers, six (6) copies of a computerized tabulated schedule in which the activities have been sequenced by early starting date, and six (6) copies of a computerized, tabulated schedule in which activities have been sequenced by total float, and six (6) copies sorted by predecessor/successor.

E. Revised Work Schedules. Contractor, if requested by the Engineer, shall provide a revised work schedule if, at any time, the Engineer considers the completion date to be in jeopardy because of "activities behind schedule." The revised work schedule shall include a new diagram and tabulated schedule conforming to the requirements of Paragraph 1.09 herein, designed to show how Contractor intends to accomplish the Work to meet the completion date. The form and method employed by Contractor shall be the same as for the original work schedule. No payment will be made if activities fall more than two (2) weeks behind schedule and a revised work schedule is not furnished.

F. Schedule Revisions. The Engineer may require Contractor to modify any portions of the work schedule that become infeasible because of "activities behind schedule" or for any other valid reason. An activity that cannot be completed by its original latest completion date shall be deemed to be behind schedule. No change may be made to the sequence, duration, or relationships of any activity without approval of the Engineer.

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1.07 DISTRIBUTION

A. Distribute copies of the reviewed schedules to:

1. Engineer.
2. Jobsite file.
3. Subcontractors.
4. Other concerned parties.
5. Owner (two copies).

B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

1.08 CHANGE ORDERS

A. Upon approval of a change order, the approved changes shall be reflected in the next scheduled revision or update submittal of the construction progress schedule by the Contractor.

1.09 CPM STANDARDS

A. CPM, as required by this Section, shall be interpreted to be generally as outlined in the Associated General Contractors (AGC) publication, The Use of CPM in Construction, A Manual for General Contractors and the Construction Industry, Copyright 1976.

B. Work schedules shall include a graphic network and computerized, tabulated schedules as described below. To be acceptable the schedule must demonstrate the following:

1. A logical succession of work from start to finish.

2. Definition of each activity. Activities shall be identified by major specification section numbers, as applicable, and by major utility.

3. A logical flow of work crews/equipment (crews are to be defined by manpower category and man-hours; equipment by type and hours).

4. Show all work activities and interfaces including submittals as well as major material and equipment deliveries.

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C. Networks.

1. The CPM network, or diagram, shall be in the form of a time-scaled diagram of the customary activity-on-type and may be divided into a number of separate pages with suitable notation relating the interface points among the pages. Notation on each activity line shall include a brief work description and duration, as described in Paragraph 1.09, D. herein.

2. All construction activities and procurement shall be indicted in a time-scaled format, and a calendar shall be shown on all sheets along the entire sheet length. Each activity arrow shall be plotted so the beginning and completion dates of said activity can be determined graphically by comparison with the calendar scale. All activities shall be shown using the symbols that clearly distinguish between critical path activities, non-critical path activities, and float for each non-critical activity. All non-critical path activities shall show estimated performances time and float time in scaled form.

D. The duration indicated for each activity shall be in calendar days and shall represent the single best time considering the scope of the work and resources planned for the activity including time for inclement weather. Except for certain non-labor activities, such as curing concrete or delivering materials, activity durations shall not exceed fourteen (14) days nor be less than one (1) day unless otherwise accepted by the Engineer.

E. Tabulated Schedules. The initial schedule shall include the following minimum data for each activity.

1. Activity Beginning and Ending Numbers (i-j numbers) (single activity numbers may be used).
2. Duration.
3. Activity Description.
4. Early Start Date (Calendar Dated).
5. Late Start Date (Calendar Dated).
6. Early Finish Date (Calendar Dated).
7. Late Finish Date (Calendar Dated).
8. Identified Critical Path.
9. Total Float (Note: No activity may show more than 20 days float).
10. Cost of Activity.
11. Equipment Hours, by type; Man-Power Hours, by crew or trade.

F. Project Information. Each tabulation shall be prefaced with the following summary data:

1. Project Name.

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2. Contractor.
3. Type of Tabulation (Initial or Updated).
4. Project Duration.
5. Project Scheduled Completion Date.
6. Effective or Starting Date of the Schedule.
7. New Project Completion Date and Project Status (if an updated or revised schedule).
8. Actual Start Date and Actual Finish Date (for all updated schedules.)

1.10 SCHEDULE MONITORING

A. At not less than monthly intervals or when specifically requested by Engineer, Contractor shall submit to the Engineer a computer printout of an updated schedule for those activities that remain to be completed. Typically, the updated schedule will be submitted with the application for payment as specified below.

B. The updated schedule shall be submitted in the form, sequence, and number of copies requested for the initial schedule.

1.11 PROGRESS MEETINGS

A. For the monthly progress meeting, Contractor shall submit a revised CPM schedule and a three-week look-ahead schedule, showing all activities completed, in progress, uncompleted, or scheduled to be worked during the weeks. The three weeks include the current week plus the next two weeks. All activities shall be from the approved CPM and must be as shown on the CPM unless behind or ahead of schedule. One copy of the revised CPM schedule shall be submitted with each copy of that month's application for payment, electronically in color.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 32 33

PHOTOGRAPHIC DOCUMENTATION

PART 1 – GENERAL

1.01 SCOPE OF WORK

A. Scope of Work: The CONTRACTOR shall employ a competent photographer to take construction record photographs and video recording prior to start of work and periodically during the course of the Work.

B. Related Requirements Described Elsewhere:

1. Project Requirements: Section 01 00 00.

2. Summary of Work: Section 01 11 00.

3. Location, Scope, and Special Requirements: Section 01 35 00.

4. Project Record Documents: Section 01 78 39.

1.02 PHOTOGRAPHY REQUIRED

A. Digital photographs shall be taken in conformance with this Section shall be furnished to the ENGINEER with each pay request. Failure to comply will result in rejection of pay request.

B. Digital photographs shall be taken at each of the major stages of construction and as directed by the ENGINEER.

C. Digital photographs may be taken by the CONTRACTOR's personnel but must be of professional quality as herein specified. Photographs which are deemed unsatisfactory will be rejected and retakes will be required.

D. Views and Quantities Required:

1. CONTRACTOR shall supply Digital pictures on a minimum four (4) GB USB Flash Drive. One (1) view of each activity, as directed by the Resident Project Representative, up to a limit of ten activities photographed per month.

2. One (1) Digital picture of five (5) views of overall Project site monthly including any change of condition, any structural changes, relocation, and

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all conflicts with utilities, as directed by the Resident Project Representative.

E. Digital pictures shall contain and comply with the following:

1. The CONTRACTOR shall maintain all Digital copies of photos for the entire Project and then shall convey the disks to the OWNER at the completion of the Project.

2. All disks shall be properly labeled with project name, project number, project start and end dates, CONTRACTOR's name, and OWNER's name for which work was completed.

3. The photographer shall agree to furnish additional disks to OWNER and the ENGINEER at commercial rates applicable at time of purchase.

1.03 COST OF PHOTOGRAPHY

A. The CONTRACTOR shall pay costs for specified Digital photography and any required prints.

PART 2 – PRODUCTS

2.01 DIGITAL PHOTOGRAPH AND/OR PRINTS

A. Type of Print (if required):

1. Paper: Single weight, color print paper.

2. Finish: Smooth surface, glossy.

3. Size: Four inch x six inch (4" x 6") for construction photos.

B. Identify each photograph with the following (each print shall have information listed on back of each photograph and digital pictures shall have coordinating log sheet with information):

1. Name of project.

2. Orientation of view.

3. Date and time of exposure.

4. Name and address of photographer.

5. Each photograph shall be numbered in consecutive order.

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Note: Digital prints shall be used to clarify as-builts.

PART 3 – EXECUTION

3.01 TECHNIQUE

A. Factual Presentation.

B. Correct exposure and focus.

1. High resolution and sharpness (minimum 800 DPI).

2. Maximum depth-of-field.

3. Minimum distortion.

3.02 VIEWS REQUIRED

A. Digital photographs shall adequately illustrate condition of construction and state of progress.

1. At successive periods of photography, take at least one (1) digital photograph from the same overall view as previously photographed.

2. Consult with the ENGINEER at each period of digital photography for instructions concerning views required.

3.03 DELIVERY OF PRINTS

A. Deliver photographs, on USB Flash Drive with coordinating log, to the ENGINEER as attachment to Application for Payment. (Flash Drive will become property of ENGINEER and/or client)

B. Distribution of construction photographs, as soon as processed, is anticipated to be as follows:

1. ENGINEER [one (1) set].

2. Project record file [one (1) set to be stored by CONTRACTOR until the end of the project which shall be delivered with Project Record Documents as specified in Section 01 78 39].

3. CONTRACTOR [one (1) set].

END OF SECTION

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SECTION 01 32 36

VIDEO MONITORING AND DOCUMENTATION

PART 1 – GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor, materials, and equipment to furnish color audio video recording of the project site as specified herein.

B. Related Requirements Described Elsewhere:

1. Project Requirements: Section 01 00 00.

2. Summary of Work: Section 01 11 00.

3. Location, Scope, and Special Requirements: Section 01 35 00.

4. Project Record Documents: Section 01 78 39.

C. Furnish to the ENGINEER an original and one copy of a continuous color audio video recording on DVD around the entire project site. The recording shall be taken prior to any construction activity.

D. The ENGINEER reserves the right to reject the audio video recording because of poor quality, unintelligible audio or uncontrolled pan or zoom. Any DVD rejected by the ENGINEER shall be redone at no cost to the OWNER. Under no circumstances shall construction begin until the ENGINEER has received and accepted the audio video DVD(s).

E. The recording shall be performed by a qualified, established audio video recording firm, knowledgeable in construction practices which have a minimum of one (1) year experience in the implementation of established inspection procedures.

1.02 COLOR AUDIO VIDEO SURVEY

A. Complete coverage shall include all surface features located within the project site, easement areas, and adjacent private properties covering the extent of the project site to be utilized by the CONTRACTOR and will be supported by appropriate audio description made simultaneously with video coverage. Such coverage shall include, but not be limited to, all existing driveways, sidewalks, curbs, ditches, roadways including viaducts, landscaping, trees, culverts,

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headwalls, and retaining walls, and buildings located within the area. Video coverage shall extend to the maximum height of all structures within this zone.

B. All recording shall be done during times of good visibility. No recording shall be done during periods of visible precipitation, or when more than ten percent of the ground area is covered with standing water, unless otherwise authorized by OWNER.

1.03 COST OF VIDEOGRAPHY

A. The CONTRACTOR shall pay costs for specified videography and any required digital copies.

PART 2 – PRODUCTS

2.01 AUDIO AND VIDEO

A. CONTRACTOR shall furnish continuous color, audio-video DVD(s) of professional quality.

B. Pre- and post-construction recording should be recorded on a DVD-R disk, 4.7 gigabits, recorded in SP mode (120 mins) or better (HQ, HSP), disk must be finalized with no editing of information and must be properly marked with date, location, CONTRACTOR's name, job site, and name of Videographer. The date and time stamp must be visible at all times on image and disk must be stored in an individual sleeve.

C. Each DVD shall begin with the OWNER's name, Contract name and number, CONTRACTOR's name, date, and location information such as street name, direction of travel, viewing side, etc.

D. Information appearing on the DVD must be continuous and run simultaneously by computer generated transparent digital information. No editing or overlaying of information at a later date will be acceptable.

E. Digital information will be as follows:

1. Upper left corner:

a. Name of CONTRACTOR.
b. Day, date, and time.
c. Name of project.

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2. Lower left corner:

    a. Route of travel.
    b. Viewing side.
    c. Direction of travel.
    d. Stationing.

F. Time must be accurate and continuously generated.

G. Engineering station numbers must be continuous, be accurate and correspond to project stationing. The symbols should be the standard engineering symbols (i.e. 16+64).

H. Written documentation must coincide with the information on the DVD so as to make easy retrieval of location sought for at a later date.

I. The video system shall have the capability to transfer individual frames of video electronically into hard copy prints or photography negatives.

J. Audio shall be recorded at the same time as the video recording and shall have the same information as on the viewing screen. Special commentary will be given for unusual conditions of buildings, sidewalks and curbing, foundations, trees, and shrubbery, etc.

K. All DVDs and boxes shall bare labels with the following information:

1. Recording Number.

2. OWNER's Name.

3. Date of Recording.

4. Project Name and Number.

5. Location and Standing Limit of DVD.

L. Prior to commencement of audio video recording, the CONTRACTOR shall notify the ENGINEER in writing when and where the audio video recording will begin. The ENGINEER may provide a designated representative to accompany and oversee coverage of all recording operations. Audio video recording completed without an ENGINEER representative present will be unacceptable unless specifically authorized by the ENGINEER.

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PART 3 – EXECUTION

3.01 TECHNIQUE

A. Factual Presentation.

B. Correct exposure and focus.

1. High resolution and sharpness.

2. Maximum depth-of-field.

3. Minimum distortion.

3.02 VIEWS REQUIRED

A. Videos shall adequately illustrate condition of construction and state of progress.

1. At successive periods of videography, take at least one video from the same overall view as previously videoed.

2. Consult with the ENGINEER at each period of videography for instructions concerning views required.

3.03 DELIVERY OF VIDEOS

A. Deliver videos, on USB Flash Drive with coordinating log, to the ENGINEER as attachment to Application for Payment. (Flash Drive will become property of ENGINEER and/or client)

B. Distribution of construction videos, as soon as processed, is anticipated to be as follows:

1. ENGINEER [one (1) set].

2. Project record file [one (1) set to be stored by CONTRACTOR until the end of the project which shall be delivered with Project Record Documents as specified in Section 01 78 39].

3. CONTRACTOR [one (1) set].

END OF SECTION

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SECTION 01 33 23

SHOP DRAWINGS

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PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

A. The CONTRACTOR shall submit to the ENGINEER for review and approval, such working drawings, shop drawings, test reports and data on materials and equipment, and material samples materials list, certificates and affidavits as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.

B. Within 20 calendar days after the Effective Date of the Agreement, the CONTRACTOR shall submit to the ENGINEER a complete materials list of preliminary data on items for which Shop Drawings are to be submitted. Included in this materials list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the ENGINEER shall in no way be expressed or implied relief to the CONTRACTOR from submitting complete Shop Drawings and providing material, equipment, etc., fully in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.

C. The CONTRACTOR shall maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the OWNER and the ENGINEER. This log shall include the following items:

1. Submittal – Description and Number assigned.

2. Date to ENGINEER.

3. Date returned to CONTRACTOR (from ENGINEER).

4. Status of Submittal (Approved, Approved as Noted, Not Approved/Resubmit).

5. Date of Re submittal and Return (as applicable).

6. Date material release (for fabrication).

7. Projected date of fabrication.

8. Projected date of delivery to site.

9. Status of O&M manuals submitted.

10. Specification Section.

11. Drawings Sheet Number.

1.02 CONTRACTOR'S RESPONSIBILITY

A. It is the duty of the CONTRACTOR to check all drawings, data and samples prepared by or for him before submitting them to the ENGINEER for review. Each and every copy of the drawings and data shall bear CONTRACTOR's stamp and signature showing that they have been so checked. Shop drawings submitted to the ENGINEER without the CONTRACTOR's stamp and signature will be returned to the CONTRACTOR for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. If the CONTRACTOR takes exception to the specifications, the CONTRACTOR shall note the exception in the letter of transmittal to the ENGINEER. Shop drawings submittals shall not be used as a vehicle for requesting approval of substitute or alternative equipment and materials. Substitution requests will be considered only when submitted in accordance with the applicable provisions of Section 01 60 00.

B. Determine and Verify:

1. Field measurements.

2. Field construction criteria.

3. Catalog numbers and similar data.

4. Conformance with Specifications.

C. The CONTRACTOR shall furnish the ENGINEER a schedule of Shop Drawings submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.

D. The CONTRACTOR shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the ENGINEER, with approval.

E. The CONTRACTOR shall submit to the ENGINEER all drawings and schedules sufficiently in advance of construction requirements to provide no less than 30 calendar days for checking and appropriate action from the time the ENGINEER receives them.

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F. All submittals shall be accompanied by a transmittal letter prepared in duplicate containing the following information:

1. Date.

2. Project Title and Number.

3. CONTRACTOR's name and address.

4. The number of each Shop Drawing, Product Data, and Sample submitted.

5. Notification of deviations from Contract Documents.

6. Submittal Log Number conforming to Specification Section Numbers.

G. The CONTRACTOR shall submit five (5) copies of descriptive or product data submittals/drawings to the ENGINEER. The ENGINEER will review the submittals/drawings and return to the CONTRACTOR the sets of marked-up submittals/drawings with appropriate review comments. All shop drawings, when practical, shall be 24 inch by 36 inch (24" x 36") in size.

H. Once submittals/drawings are approved, they are to be distributed as follows:

1. OWNER: One (1) copy.

2. ENGINEER: Two (2) copies.

3. CONTRACTOR: Two (2) copies.

I. The CONTRACTOR shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by ENGINEER of the necessary shop drawings.

J. The CONTRACTOR shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment he proposed to supply both as pertaining to his own work and any work affected under other parts, headings, or divisions of Drawings and Specifications.

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1.03. ENGINEER'S REVIEW OF SHOP DRAWINGS

A. The ENGINEER's review of drawings, data and samples submitted by the CONTRACTOR will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation. The ENGINEER's review and exceptions, if any, will not constitute an approval of dimensions, quantities, and details of the material, equipment, device, or item shown.

B. The review of drawings and schedules will be general, and shall not be construed:

1. As permitting any departure from the Contract requirements;

2. As relieving the CONTRACTOR of responsibility of any errors, including details, dimensions, and materials;

3. As approving departures from details furnished by the ENGINEER, except as otherwise provided herein.

C. If the drawings or schedules as submitted describe variations and show a departure from the Contract requirements which ENGINEER finds to be in the interest of the OWNER and to be so minor as not to involve a change in Contract Price or time for performance, the ENGINEER may return the reviewed drawings, without noting an exception.

D. When reviewed by the ENGINEER, each of the Shop Drawings will be identified as having received such review, being so stamped and dated. Shop Drawings stamped "NOT APPROVED/RESUBMIT" and with required corrections shown will be returned to the CONTRACTOR for correction and re-submittal.

E. Re submittals will be handled in the same manner as first submittals. On Re submittals the CONTRACTOR shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections requested by the ENGINEER on previous submissions. The CONTRACTOR shall make any corrections required by the ENGINEER.

F. If the CONTRACTOR considers any correction indicated on the drawings to constitute a change to the Contract Drawings or Specifications, the CONTRACTOR shall give written notice thereof to the ENGINEER.

G. Shop drawings and submittal data shall be reviewed by the ENGINEER for each original submittal and first Re submittal; thereafter review time for subsequent Re submittals shall be charged to the CONTRACTOR in accordance with the terms of the ENGINEER's Agreement with the OWNER.

H. When the Shop Drawings have been completed to the satisfaction of the

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ENGINEER, the CONTRACTOR shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the ENGINEER.

I. No partial submittals will be reviewed. Submittals not complete will be returned to the CONTRACTOR for Re submittal. Unless otherwise specifically permitted by the ENGINEER, make all submittals in groups containing all associated items for:

1. Systems.

2. Processes.

3. As indicated in Specifications Sections. All drawings, schematics, manufacturer's product data, certifications and other shop drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.

1.04 SHOP DRAWINGS

A. When used in the Contract Documents, the term "shop drawings" shall be considered to mean CONTRACTOR's plans for materials and equipment which become an integral part of the Project. These drawings shall be completed and detailed. Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawing, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive to required shop drawings as defined above. As used herein, the term "manufactured" applied to standard units usually mass-produced; and "fabricate" means items specifically assembled or made out of selected materials to meet individual design requirements.

B. Manufacturer's catalog sheets, brochures, diagrams, illustrations, and other standard descriptive data shall be clearly marked to identify pertinent materials, product, or models. Delete information which is not applicable to the Work by striking or cross-hatching.

C. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the ENGINEER and shall bear the CONTRACTOR's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the CONTRACTOR for resubmission.

D. Each shop drawing shall have a blank area three and one-half inch x three and one-half inch (3-1/2" x 3-1/2"), located adjacent to the title block. The title block shall display the following:

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1. Project title and number.
2. Name of project building or structure.
3. Number and title of the shop drawing.
4. Date of shop drawing or revision.
5. Name of CONTRACTOR and subcontractor submitting drawing.
6. Supplier/manufacturer.
7. Separate detailer when pertinent.
8. Specification title and number.
9. Specification section.
10. Drawing number.

E. If drawings show variations from Contract requirements because of standard shop practice or for other reasons, the CONTRACTOR shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the CONTRACTOR fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings have been reviewed.

F. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent data.

G. For all mechanical and electrical equipment furnished, the CONTRACTOR shall provide a list including the equipment name, address, and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.

H. All manufacturers or equipment suppliers who are proposed to furnish equipment or products shall submit an installation list to the ENGINEER along with the required shop drawings. The installation list shall include at least five (5) installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.

I. Only the ENGINEER will utilize the color "red" in marking shop drawing submittals.

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1.05 WORKING DRAWINGS

A. When used in the Contract Documents, the term "working drawings" shall be considered to mean the CONTRACTOR's plan for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and false work; for underpinning; and for such other work as may be required for construction but does not become an integral part of the project.

B. Copies of working drawings as noted in paragraph 1.05 A. above, shall be submitted to the ENGINEER where required by the Contract Documents or requested by the ENGINEER, and shall be submitted at least 30 calendar days (unless otherwise specified by the ENGINEER) in advance of their being required for work.

C. Working drawings shall be signed by a registered Professional Engineer, currently licensed to practice in the State of Florida and shall convey, or be accompanied by, calculation or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Review of working drawings by the ENGINEER will not relieve the CONTRACTOR in any way from his responsibility with regard to the fulfillment of the terms of the Contract. All risks of error are assumed by the CONTRACTOR; the OWNER and ENGINEER shall have no responsibility therefore.

1.06 SAMPLES

A. The CONTRACTOR shall furnish, for the approval of the ENGINEER, samples required by the Contract Documents or requested by the ENGINEER. Samples shall be delivered to the ENGINEER as specified or directed. The CONTRACTOR shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the ENGINEER.

B. Samples shall be of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of the product, with integrally related parts and attachment devices.

2. Full range of color, texture and pattern.

3. A minimum of two (2) samples of each item shall be submitted.

C. Each sample shall have a label indicating:

1. Name of project.

2. Name of CONTRACTOR and subcontractor.

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3. Material or equipment represented.

4. Place of origin.

5. Name of producer and brand (if any).

6. Location in project.

7. Submittal Number.

(Samples of finished materials shall have additional marking that will identify them under the finish schedules).

D. The CONTRACTOR shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in paragraph 1.06 B. above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the ENGINEER. Approval of a sample shall be only for the characteristics or use names in such approval and shall not be construed to change or modify any Contract requirements.

E. Approved samples not destroyed in testing shall be sent to the ENGINEER or stored at the site of work. Approved samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the approved samples. Samples which failed testing or were not approved will be returned to the CONTRACTOR at his expense, if so requested at time of submission.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 01 35 00

LOCATION, SCOPE AND SPECIAL REQUIREMENTS

PART 1 - GENERAL

1.01 The Contractor shall not have any right in property in any materials taken from any excavation and he shall not remove any earth, sand or other material from the lines of the work before the excavation is refilled except upon direction of the Engineer. The provisions of this paragraph shall not be construed as relieving the Contractor of any kind of his obligations to remove and dispose of any of the material excavated, with or without rehandling, at his cost and expense as provided in these specifications.

1.02 Where reference is made within these documents to government specifications, or those of well known organizations such as ASTM, ASA, ASME, etc., the latest editions shall be used, any or all references in these documents to earlier stated editions notwithstanding.

1.03 The Contractor shall take all necessary precautions to prevent damage to existing pipe which is to remain in service during any of his construction operations. Should such pipe be damaged by the Contractor, he shall be required to replace it to the complete satisfaction of the Engineer, at no additional cost to the Owner.

1.04 The Contractor agrees that the work shall be started no later than the date indicated in the Notice to Proceed, and that the total work shall be completed within **150** calendar days.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, that any such work shall remain uncompleted after the completion time, the sum of **One Thousand Dollars ($1000)** per day shall be deducted by the Owner from monies due the Contractor, not as a penalty but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

1.05 At least thirty (30) days prior to the first progress payment request, the Contractor shall submit to the Owner a schedule of anticipated draws, which estimates as accurately as possible the amount of the anticipated "work in place" which will be completed each month. Failure to comply may result in delay in payment, as funds from several sources customarily serve as the project funding source.

1.06 All dewatering and bypass pumping necessary to accomplish the work of this Contract shall be done by the Contractor at no extra or additional cost to the Owner. Any permits required will be the responsibility of the Contractor.

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1.07 Examination of Contract Documents and Site. Before submitting a Bid each Contractor must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work, (c) familiarize himself with federal, state and local laws, ordinance, rules and regulations that may in any manner affect cost, progress or performance of the work, and (d) study and carefully correlate Bidder's observations with the Contract Documents.

1.08 The Contractor is required to maintain the water service to customers within the project area at no extra cost to the Owner.

1.09 The Contractor is responsible for recording the Payment and Performance Bond and the Public Construction Bond in the Official Records of Volusia County, Florida. The Contractor shall provide copies of the recorded documents and/or the recording receipt from the County Clerk's office to the Engineer prior to the issuance of the "Notice to Proceed". The Contractor shall be responsible for paying all costs associated with the recording of these documents and no separate contract payment shall be made to the Contractor for this item.

1.10 The Contractor acknowledges that he is responsible for complying with all aspects of the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. He assumes all responsibility and costs entailed.

1.11 Construction materials may be stockpiled at the Holly Hill wastewater treatment plant. Additional storage locations are allowed but all arrangements and costs incurred are the responsibility of the Contractor. Prior to making arrangements with individual property owners, the Contractor shall indicate to the City and the Engineer which sites have been targeted for material storage. The City reserves the right to approve or disapprove the proposed locations.

1.12 The Contractor is responsible for obtaining a St. Johns River Water Management District Permit for (dewatering) consumptive use if the Contractor's "means or methods" trip the Agency's thresholds requiring permits. No separate payment or contract time extension for the Contractor obtaining the permit will be granted by the City.

1.13 The Contractor shall submit an executed "Consent of Surety for Final Payment" form, copy of which is included with the Contract Documents, prior to submitting a final request for payment as well as lien releases from all suppliers filing 'Notice to Owners' with the City.

1.14 The Contractor is advised that all bypass pumping shall be coordinated with the Public Works Department. All pumping equipment, piping, operation and clean up is the sole responsibility of the Contractor.

1.15 All unit pricing shall remain valid for the duration of the contract.

1.16 Florida Sales Tax on materials, as well as all other customary taxes on construction activities, shall be paid for by the Contractor at no additional expense to the Owner.

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1.17 All service outages shall be coordinated through the Public Works Department. Provisions shall be made for extended outages provisions may include temporary piping and services or alternative means of maintaining potable water service for affected residents. It is the Contractor's responsibility to notify the homeowner's of any potential impacts resulting from construction activities. The contractor shall document all notification procedures and provide written notification to the residents which specifically describe time frames for scheduled outages. Any claims for damages resulting from construction activities are the sole responsibility of the contractor.

1.18 The Contractor will set up an account and pay for all water used in the construction of the proposed improvements.

1.19 Construction shall be limited to weekday 'day light' working hours. No weekend, night time or holiday work shall be performed without obtaining permission in advance from the Project Engineer.

1.20 The Contractor must submit a work plan and traffic control plan in writing prior to commencement of work. The plan is subject to the approval of the fire department, police department, public works department and the Engineer.

1.21 The Contractor shall schedule his work in a manner that will result in a continuous process from commencement through completion. The intention of this requirement is to complete an area once work has commenced and avoid skipping from one site to another and disrupting several areas of the City simultaneously.

1.22 The Contractor must maintain access to driveways while construction is in progress.

1.23 This work may have an impact upon system customers. The Contractor shall have someone on call to take emergency calls on a 24 hour per day seven day per week basis. This individual will be able to respond to emergency calls from City personnel.

END OF SECTION

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SECTION 01 42 00

REFERENCES

PART 1 – GENERAL

1.01 GENERAL

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

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

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

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

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

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

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 45 35

TESTING AND TESTING LABORATORY SERVICES

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Contractor will employ, and pay for services of an independent testing laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications herein and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

2. Contractor shall cooperate with the laboratory to facilitate the execution of its required services.

3. Contractor shall provide engineer with all test results as indicated herein within five (5) days of receipt.

B. Related Requirements Described Elsewhere:

1. Testing laboratory inspection, sampling and testing is required for, but not limited to the following:

a. Trenching, Backfilling, and Compacting: See FDOT Standard Specifications for Road and Bridge Construction, latest edition.

b. Cast-in-Place Concrete: See FDOT Standard Specifications for Road and Bridge Construction, latest edition.

C. The following schedule defines the responsibility for various tests.

Test	Notes	Paid for By
Soil Compaction	Pipe Work: Every 300 feet (300') at each lift of compaction minimum. Beneath Structures: Each 500 SF lift of compaction minimum and each lift around structures.	Contractor
Pressure	As specified in Section 15 05 00A	Contractor
Bacteriological	As required by local and state agencies	Contractor
LBR	Each 1500 SF of pavement (minimum)	Contractor

Test	Notes	Paid for By
Concrete	Slump test each delivery and compressions test five (5) cylinders every 50 CY (minimum)	Contractor

D. Additional Tests: The Contractor shall pay for first tests as specified herein. In the event that first test samples do not meet the applicable material specification, the Contractor shall take measures to conform the material and equipment to the Specifications. All subsequent tests shall be paid for by the Contractor.

1.02 LABORATORY TESTS

A. The materials listed below shall require advance and periodic laboratory tests as indicated and shall be sampled in accordance with the methods of the ASTM and as directed by the Engineer. With the exception of concrete test cylinders and mixing water, duplicate advance samples of all materials requiring laboratory tests shall be submitted to the Engineer, one of which will be certified by the Engineer for submission to the testing laboratory and the other retained on the job site in suitable storage provided by the Contractor. Except as noted below, preliminary samples of materials for advance laboratory tests shall be submitted at least two (2) weeks prior to starting delivery of such materials to the site of the project. The testing laboratory shall furnish both the Engineer and the Contractor with two (2) copies of the reports showing the results of such tests, and the reports shall be considered as sufficient evidence of the acceptance or rejection of the quality of the materials tested. The specifications for, and the method of testing, will be found under the detailed specifications for the particular material involved. All samples shall be properly packed and clearly marked as to source and intended use.

MATERIALS	TEST FREQUENCY	SAMPLE SIZE	SHIPPING CONTAINER
Fine Aggregate	Advance, first shipment then each 100 tons	100 lbs.	Canvas Sack
Coarse Aggregate	Advance, first shipment then each 200 tons	Stone or Gravel 200 lbs.	Strong Sack
Concrete	Advance test using approved materials	Four (4) cylinders per mix, two (2) broken at seven (7) days, two (2) at 28 days	
Concrete (b) Air Entrainment	Advance test on trial mix air entraining agent is used. Test as		

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	specified under Article 405 (e)		

1.03 TESTS

A. The materials listed below shall be tested at the shop or plant of, and by, the producer. Each manufacturer of such materials shall be fully equipped to carry out the tests herein designated. Upon demand of the Engineer, the manufacturer shall perform such additional number of tests as the Engineer may deem necessary to establish the quality of the material offered for use. The Engineer shall be furnished with the certified records of reports of the results of all tests, such reports of records to contain a sworn statement that the tests have been made as specified.

MATERIAL	TEST METHOD
Cement	ASTM C 114
Ductile Iron Pipe (Centrifugally Cast)	As required under ANSI A21.51-1176
Brick	ASTM C 32
Reinforcement	ASTM A 15 & A 305

1.04 FIELD TESTS

A. All sewers, water lines, piping and equipment shall be tested in the field in the presence of the Engineer or his authorized assistant, in the manner prescribed in the sections of these specifications pertaining to such installations. The Engineer may also perform or have performed any other field tests necessary to determine compliance with the Contract requirements. The Contractor shall furnish all necessary labor, equipment, and materials for such tests and, with the exception of the Engineer's expenses, shall bear all the cost thereof.

1.05 PAVING TESTS

A. The following tests will be made, unless otherwise stipulated by the Engineer, by a testing laboratory approved by the Engineer.

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Material	Test or Test Method	Frequency
Subbase	1) AASHO T-180 [Modified Proctor Minimum 98 percent (98%) Density]	Every 300 LF
	2) Limerock Bearing Ratio 40	Every 300 LF
Base	(Soil Cement)	
	(1) Mix Design 350 psi @ 28 days. Mix design required seven (7) days in advance.	Prior to Mixing Base
	(2) Optimum Moisture content and Maximum Density (AASHTO T-134)	Every 300 LF
	(3) LBR 100	Every 1500 SF
	(4) Depth [six inch (6") minimum]	Every 300 feet (300')
Paving	(1) Job Mix Formula. Required seven (7) days in advance and submit to Engineer	Each Job
	(2) Bitumen Content of Mix	Every 2500 SY or fraction thereof
	(3) In Place Density	Every 300 feet (300') (left, right & center)
	(4) Marshall Field Stability Index	Every 1500 SY or fraction thereof
	(5) Thickness Cores	Every 300 feet (300') (left, right & center)

1.06 BASIS OF PAYMENT

A. All shop tests and mill inspection shall be included in the price of the manufactured article, and no separate or extra payment will be made for such tests and inspection.

B. All laboratory and field tests will be paid for by the Contractor; he shall furnish all necessary labor, equipment, and materials for such tests and, with the exception of the Engineer's expenses, shall bear all the costs thereof.

1.07 LABORATORY DUTIES: LIMITATIONS OF AUTHORITY

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A. Cooperate with Engineer and Contractor; provide qualified personnel promptly on notice.

B. Perform specified inspections, sampling and testing of materials and methods of construction:

1. Comply with specific standards; ASTM, other recognized authorities, and as specified.

2. Determine and report on compliance with requirements of Contract Documents.

C. Promptly notify the Engineer and Contractor of material or operations which do not meet the specifications.

D. Promptly submit five (5) copies of reports of inspections and tests to the Engineer including:

1. Date issued.

2. Project title and Engineer's job number.

3. Testing Laboratory name and address.

4. Name and signature of inspector.

5. Date of inspection of inspector.

6. Date of inspection or sampling.

7. Date of test.

8. Identification of product and Specification section.

9. Location in project.

10. Type of inspection or test.

11. Compliance with Contract Documents or not.

E. Laboratory is not authorized to:

1. Release, revoke, alter, or enlarge on requirements of Contract Documents.

2. Approve or reject any portion of work.

3. Perform any duties of the Contractor.

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1.08 CONTRACTOR'S RESPONSIBILITIES

A. Cooperate with laboratory personnel; provide access to Work and manufacture's operations.

B. Secure and deliver to the laboratory adequate representational samples of materials purposed to be used and which require testing.

C. Provide to the laboratory the preliminary design mix proposed to be for concrete, and other materials mixes which require control by the testing laboratory.

D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacturer of fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Engineer may require the Contractor to provide statements or certificates from the manufacturers and fabricators that in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.

E. Furnish incidental labor and facilities:

1. To provide access to Work to be tested.

2. To obtain and handle samples at the Project site or at the source of the product to be tested.

3. To facilitate inspections and tests.

4. For storage and curing of test samples.

5. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 57 13

TEMPORARY EROSION AND SEDIMENTATION CONTROL

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Work specified in this Section consists of designing, providing, maintaining, and removing temporary erosion and sedimentation controls as required by Rules and Regulations and permit conditions.

2. Temporary erosion controls include, but are not limited to, grassing, mulching, setting, watering and re-seeding on-site surfaces and soil and borrow area surfaces and providing interceptor ditches at ends of berms and at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits as established by the OWNER.

3. Temporary sedimentation controls include, but are not limited to silt dams, traps, barriers, and appurtenances at the foot of sloped surfaces which will ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits as established by the OWNER.

4. CONTRACTOR is responsible for providing effective temporary erosion and sediment control measures during construction or until final controls become effective.

B. Related Work Described Elsewhere:

1. Excavation, Backfill and Embankment: Section 31 23 00.

PART 2 – PRODUCTS

2.01 EROSION CONTROL

A. Netting shall be fabricated of material acceptable to the OWNER.

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2.02 SEDIMENTATION CONTROL

A. Bales shall be clean, seed-free cereal hay type.

B. Netting shall be fabricated of material acceptable to the OWNER.

C. Filter stone shall be crushed stone which conforms to Florida Department of Transportation (FDOT) specifications.

D. Concrete block shall be hollow, non-load bearing type.

E. Concrete shall be exterior grade not less than one inch (1") thick.

PART 3 – EXECUTION

3.01 EROSION CONTROL

A. Minimum procedures for grassing are:

1. Scarify slopes to a depth of not less than six inches (6") and remove large clods, rock, stumps, roots larger than one-half inch (1/2") in diameter and debris.

2. Sow seed within 24 hours after the ground is scarified with either mechanical seed drills or rotary hand seeders.

3. Apply mulch loosely and to a thickness of between three-quarter inches (3/4") and one and one-half inches (1-1/2").

4. Apply netting over mulched areas on sloped surfaces.

5. Roll and water seeded areas in a manner which will encourage sprouting of seeds and growing of grass. Reseed areas which exhibit unsatisfactory growth. Backfill and seed eroded areas.

3.02 SEDIMENTATION CONTROL

A. Install and maintain silt dams, traps, barriers, and appurtenances as shown on the approved descriptions and working drawings. Hay bales which deteriorate and filter stone which is dislodged shall be replaced.

3.03 PERFORMANCE

A. Should any of the temporary erosion and sediment control measures employed by the CONTRACTOR fail to produce results which comply with the requirements of the State of Florida, the OWNER or ENGINEER, the CONTRACTOR shall immediately take whatever steps are necessary to correct the deficiency at his own expense.

END OF SECTION

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SECTION 01 60 00

MATERIAL AND EQUIPMENT

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Conform to applicable specifications and standards.

2. Comply with size, make, type and quality specified, or as specifically approved in writing by ENGINEER.

3. Manufactured and fabricated products:

a. Design, fabricate and assemble in accordance with the best engineering and shop practices.
b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
c. Two (2) or more items of the same kind shall be identical, by the same manufacturer.
d. Products shall be suitable for service conditions.
e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

A. Only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by CONTRACTOR shall be subject to the inspection and approval of ENGINEER. No material shall be delivered to the work without prior approval of ENGINEER.

B. Within 20 days after the Effective Date of the Agreement, CONTRACTOR shall submit to ENGINEER, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable ENGINEER to identify the particular product to form an opinion as to its conformity to the specifications.

C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by CONTRACTOR. If ENGINEER requires, either prior to beginning or during progress of the work, CONTRACTOR shall submit samples of materials

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for such special tests as may be necessary to demonstrate that they conform to the specifications. Such samples shall be furnished, stored, packed and shipped as directed at CONTRACTOR's expense. Except as otherwise noted, CONTRACTOR shall make arrangements for and pay for the tests.

D. CONTRACTOR shall submit data and samples sufficiently early to permit consideration and approval before materials are necessary for incorporation in the work. Any delay of approval resulting from CONTRACTOR's failure to submit samples or data promptly shall not be used as a basis of claim against OWNER or ENGINEER.

E. In order to demonstrate the proficiency of workers or to facilitate the choice among several textures, types, finishes and surfaces, CONTRACTOR shall provide such samples of workmanship or finish as may be required.

F. The materials and equipment used on the work shall correspond to the approved samples or other data.

1.03 SUBSTITUTIONS AND PRODUCT OPTIONS

A. The substitution requirements of this Section are in addition to the requirements of the General Conditions and Supplementary Conditions.

B. The intent of these Specifications is to provide OWNER with a quality facility without discouraging competitive bidding. Substitutions may be submitted and will be evaluated as specified herein.

C. A Request for Substitution of Product may be submitted after the CONTRACTOR:

1. Has investigated the proposed product and determined that it is equal to or superior to specified product, furnishes a certification to that effect and waives all rights to additional payment or time that may subsequently become necessary due to the failure of the substituted product to perform adequately.

2. Agrees to provide same warranties or bonds for product substitution as for product specified.

3. Agrees to be responsible for coordinating and paying for any necessary changes to other work required by approved substitutions or product options which he selects and shall pay all such costs including the costs of the services of the design professional to revise the Contract Documents, if such revisions are required.

4. Waives all claims for additional costs due to substitution which may subsequently become apparent.

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5. Is offering either a substantial credit to the OWNER for acceptance of the substitution or a convincing justification that the product to be provided as the substitution is substantially superior in quality, performance, compatibility with adjacent products, durability, vandal-resistance or in other important ways.

D. ENGINEER's Action:

1. ENGINEER will consider written requests for product substitution for a period of 45 calendar days after the effective date of the Agreement. ENGINEER will review requests for substitutions with reasonable promptness and notify CONTRACTOR in writing of OWNER's decision to accept or reject requested substitutions. Only the OWNER may accept a substitution.

2. Substitution requests made by means of shop drawings or product data submittal will not be considered.

3. After the period of 45 days has elapsed, the only substitution requests which will be considered are those which are made necessary by the removal of the specified products from the market or by other similar, unavoidable circumstances beyond the control of the CONTRACTOR.

1.04 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain, and distribute copies of such instructions to parties involved in the installation, including five copies to ENGINEER.

1. Maintain one (1) set of complete instructions at the job site during installation and until completion.

B. Handle, install, correct, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.

1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with ENGINEER for further instructions.

2. Do not proceed with work without clear instructions.

C. Perform work in accordance with manufacturer's instructions. Do not omit nay preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

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1.05 TRANSPORTATION AND HANDLING

A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site.

1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.

2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.

B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.06 STORAGE AND PROTECTION

A. The CONTRACTOR shall furnish a covered, weather-protected storage structure providing a clean, dry, noncorrosive environment for all mechanical equipment, valves, architectural items, electrical and instrumentation equipment, and special equipment to be incorporated into this project. Storage of equipment shall be in strict accordance with the "instructions for storage" of each equipment supplier and manufacturer including connection of heaters, placing of storage lubricants in equipment, etc. Corroded, damaged or deteriorated equipment and parts shall be replaced before acceptance of the project. Equipment and materials not properly stored will not be included in a payment estimate.

B. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.

1. Store products subject to damage by the elements in weathertight enclosures such as buildings or trailers which have a concrete or wooden floor, a roof, and fully closed walls on all sides.

2. Maintain temperature and humidity within the ranges required by manufacturer's instructions (i.e. electrical and instrumentation equipment).

3. Protect mechanical and electrical equipment from being contaminated by dust, dirt, and moisture.

4. Store fabricated products above the ground, on blocking or skids prevent soiling and staining. Cover products which are subject to deterioration with impervious sheet coverings, provided adequate ventilation to avoid condensation.

5. Provide heated storage space for material which would be damaged by freezing.

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6. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.

7. Prior to the installation of equipment, it shall be stored at locations designated and approved by the ENGINEER.

C. All materials and equipment to be incorporated in the work shall be handled and stored by CONTRACTOR before, during and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft, or damage of any kind whatsoever to the material or equipment.

D. Cement, sand, and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All structural and miscellaneous steel, and reinforcing steel shall be stored of off the ground or otherwise to prevent accumulations of dirt or grease, and in a position to prevent accumulations of standing water and to minimize rusting. Beams shall be stored with the webs vertical. Precast concrete beams shall be handled and stored in a manner to prevent accumulations of dirt, standing water, staining, chipping or cracking. Brick, block, and similar masonry products shall be handled and stored in a manner to reduce breakage, chipping, cracking and spalling to a minimum.

E. All materials which, in the opinion of ENGINEER, have become so damaged as to be unfit for the use intended or specified shall be promptly removed from the site of the work, and CONTRACTOR shall receive no compensation for the damaged material or its removal.

F. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored materials and equipment to assure that products are maintained under specified conditions, and free from damage or deterioration.

G. Protection After Installation: Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove covering when no longer needed.

H. The CONTRACTOR shall be responsible for all material, equipment, and supplies delivered to OWNER under this Contract until final inspection of the work and acceptance thereof by OWNER. In the event, any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, CONTRACTOR shall replace same without additional cost to OWNER.

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I. Should CONTRACTOR fail to take proper action on storage and handling of equipment supplied under the Contract within seven (7) days after written notice to do so has been given. OWNER retains the right to correct all deficiencies noted in previously transmitted written notice and deduct the cost associated with these corrections from CONTRACTOR's Contract. These costs may be comprised of expenditures for labor, equipment usage, administrative, clerical, engineering and any other costs associated with making the necessary corrections.

1.07 SPECIAL TOOLS

A. Manufacturers of equipment and machinery shall furnish any special tools (including grease guns or other lubricating devices) required for normal adjustment, operations, and maintenance, together with instructions for their use. CONTRACTOR shall preserve and deliver to OWNER these tools and instructions in good order no later than upon completion of the Contract.

1.08 STORAGE AND HANDLING OF EQUIPMENT ON SITE.

A. Attention shall be given to the storage and handling of equipment on site. As a minimum, the procedure outlined below shall be followed:

1. Equipment shall not be shipped until approved by ENGINEER. The intent of this requirement is to reduce on-site storage time prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from ENGINEER. Equipment shipped to the site shall be stored in accordance with Paragraph 1.06, herein. Operation and maintenance data shall be submitted to ENGINEER for review prior to shipment of equipment.

2. All equipment having moving parts such as gears, electric motors, etc. and/or instruments shall be stored in a temperature and humidity controlled building approved by ENGINEER, until such time as the equipment is to be installed.

3. All equipment shall be stored fully lubricated with oil, grease, etc. unless otherwise instructed by the manufacturer.

4. Manufacturer's storage instructions shall be carefully studied by CONTRACTOR and reviewed with ENGINEER by him. These instructions shall be carefully followed and a written record of this kept by the CONTRACTOR.

5. Moving parts shall be rotated a minimum of once weekly to insure proper lubrication and to avoid metal-to-metal "welding". Upon installation of the equipment, CONTRACTOR shall start the equipment, at least half load, once weekly for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.

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6. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. Mechanical equipment to be used in the work, if stored for longer than 90 days, shall have the bearings cleaned, flushed and lubricated prior to testing and startup, at no extra cost to OWNER.

7. Prior to acceptance to the equipment, CONTRACTOR shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guarantee the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at CONTRACTOR's expense.

1.09 WARRANTY

A. For all major pieces of equipment, submit a warranty from the equipment manufacturer as specified. The manufacturer's warranty period shall be concurrent with the CONTRACTOR's for one (1) year after the time of acceptance.

1.10 SPARE PARTS

A. Spare parts for certain equipment have been specified in the pertinent sections of the Specifications. CONTRACTOR shall collect and store all spare parts so required in an area to be designated by ENGINEER. In addition, CONTRACTOR shall furnish ENGINEER an inventory listing all spare parts, the equipment they are associated with, the name and address of the supplier, and the delivered cost of each items. Spare parts shall be turned over in conjunction with the "Spare Parts List" as shown. Copies of actual invoices for each item shall be furnished with the inventory to substantiate the delivered cost.

1.11 GREASE, OIL, AND FUEL

A. All grease, oil and fuel required for testing of equipment shall be furnished with the respective equipment. OWNER shall be furnished with a year's supply of required lubricants including grease and oil of the type recommended by manufacturer with each item of equipment supplied.

B. CONTRACTOR shall be responsible for changing the oil in all drives and intermediate drives of each mechanical equipment after initial break-in of the equipment, which in no event shall be any longer than three (3) weeks of operation.

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PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 71 13

MOBILIZATION

PART 1 – GENERAL

1.01 DEFINITION AND SCOPE

A. Mobilization shall include the obtaining of all permits, insurance, and bonds; moving onto the site of all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include, but not be limited to, the following principal items.

1. Move onto the site all CONTRACTOR's plant and equipment required for first month operations.

2. Install temporary construction power, wiring, and lighting facilities.

3. Establish fire protection plan and safety program.

4. Secure construction water supply.

5. Provide field office trailers for CONTRACTOR and as may be specified for OWNER and ENGINEER.

6. Provide on-site sanitary facilities and potable water facilities as specified.

7. Arrange for and erect CONTRACTOR's work and storage yard and employee's parking facilities.

8. Submit all required insurance certificates and bonds.

9. Obtain all required permits.

10. Post all OSHA, EPA, Department of Labor, and all other required notices.

11. Have CONTRACTOR's superintendent at the job site full time.

12. Submit a detailed construction CPM schedule acceptable to the ENGINEER as specified.

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13. Submit a schedule of values of the Work.

14. Submit a schedule of submittals.

1.02 DEMOBILIZATION

A. Demobilization is the timely and proper removal of all contractor owned material, equipment, or plant, from the job site and the proper restoration or completion of work necessary to bring the site into full compliance with the contract documents.

1.03 PAYMENT FOR MOBILIZATION/DEMOBILIZATION

A. The CONTRACTOR's attention is directed to the condition that no payment for mobilization, or any part thereof, will be approved for payment under the Contract. Mobilization/Demobilization is a subsidiary obligation of the CONTRACTOR.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 74 00

CLEANING AND WASTE MANAGEMENT

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: Execute cleaning, during the progress of Work and at completion of the Work.

1.02 DISPOSAL REQUIREMENTS

A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.

B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.

C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 – EXECUTION

3.01 DURING CONSTRUCTION

A. Execute daily cleaning to keep the Work, the site, and adjacent properties free from accumulations of waste materials, rubbish, and windblown debris, resulting from construction operations or personal activities.

B. Provide on-site containers for the collection of waste materials, debris, and rubbish.

C. Remove waste materials, debris and rubbish from the site periodically, or as directed by the OWNER and dispose of at legal disposal areas away from the site.

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3.02 DUST CONTROL

A. The CONTRACTOR shall employ construction techniques that minimize the production and distribution of dust.

B. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.

C. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3.03 FINAL CLEANING

A. Employee skilled workman for final cleaning.

B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.

C. Prior to final completion, or OWNER occupancy, CONTRACTOR shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas, to verify that the entire Work site is clean.

END OF SECTION

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SECTION 01 74 25

MISCELLANEOUS WORK AND CLEANUP

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. This Section includes operations which cannot be specified in detail as separate items but can be sufficiently described as to the kind and extent to work involved. The CONTRACTOR shall furnish all labor, materials, equipment, and incidentals to complete the work under this Section.

2. The work of this Section includes, but is not limited to, the following:

a. Restoring of driveways and fences.
b. Cleaning up.
c. Incidental work.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Materials required for this Section shall be of the same quality as materials that are to be restored. Where possible, the CONTRACTOR shall reuse existing materials that are removed and then replaced.

PART 3 – EXECUTION

3.01 RESTORING OF DRIVEWAYS, FENCES, AND SIDEWALKS

A. Existing public and private driveways and sidewalks disturbed by the CONTRACTOR shall be replaced. Paved drives shall be repaved to the limits and thickness existing prior to construction. Gravel drives shall be replaced and regraded. Concrete driveways and sidewalks shall be replaced.

B. The CONTRACTOR shall remove, store and replace existing fences during construction. Only the sections directed by the ENGINEER shall be removed. If any section of fence is damaged due to the CONTRACTOR's negligence, it shall be replaced with fencing equal to or better than that damaged, and the work shall be satisfactory to the ENGINEER.

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3.02 CLEAN UP

A. The CONTRACTOR shall remove all construction material, buildings, equipment, and other debris remaining on the job as the result of construction operations and shall render the site of the work in a neat and orderly condition. All suitable excess excavated material shall remain on site.

3.03 INCIDENTAL WORK

A. Do all incidental work not otherwise specified, but obviously necessary for the proper completion of the contract as specified and as shown on the Drawings.

END OF SECTION

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SECTION 01 75 16

START-UP PROCEDURES

PART 1 – GENERAL

1.01 DESCRIPTION

A. The Work may be segmented into several phases of construction in a logical order to meet the project schedule. Portions of the Work may be utilized prior to Substantial Completion of all the Work. Also, certain items of equipment are to be temporarily utilized in a phased segment of the Work and then relocated in a subsequent phase in a permanent installation.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 PRELIMINARY MATTERS

A. Start-up Certification: Prior to start-up, successfully complete all testing required of the individual components of work in the presence of the Engineer or is representative.

B. Demonstrate to the Engineer that all temporary jumpers and/or bypass have been removed and that all components are operating under their own controls as designated.

C. Coordinate start-up activities with equipment suppliers, subcontractors, and the OWNER's operating personnel at the site and with the Engineer prior to commencing system start-up. All coordination is the responsibility of the CONTRACTOR.

3.02 START-UP

A. Confirm that all equipment is properly installed and that the flow path through the new work is unobstructed.

B. Make adjustments as necessary.

3.03 START-UP DEMONSTRATION AND TESTING

A. After all work components have been constructed, field tested, and started up in accordance with the individual specifications, perform the Start-Up Demonstration and Testing in the presence of the Engineer and the OWNER. The

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demonstration shall be held upon completion of all systems at a date to be agreed upon in writing with the OWNER.

B. Acceptability of the Work's performance will be based on the Work performing as specified, under these actual and simulated operating conditions as defined in the Contract Documents. The intent of the start-up demonstration and testing is for the CONTRACTOR to demonstrate to the OWNER and the Engineer the Work will function as a complete and operable system under normal operating conditions and is ready for acceptance.

C. Certificate of Completed Demonstration: Submit five (5) copies of Demonstration Certification memo signed by the CONTRACTOR, Subcontractor and OWNER and insert one (1) copy in each Operation and Maintenance Manual.

EQUIPMENT TRAINING & STARTUP CHECKLIST

PROJECT: _____
OWNER: _____
ENGINEER: _____
CONTRACTOR: _____
DATE: _____
STRUCTURE: _____
EQUIPMENT DESCRIPTION: _____
VENDOR: _____
REPRESENTATIVE:_____ INIT.:_____

of training days required: _____ # received: _____

STARTUP/TRAINING DESCRIPTION: _____

COMMENTS: _____

ACCEPTABLE: _____ PARTIALLY ACCEPTABLE: _____ NON-ACCEPTABLE: _____

ATTENDEES:

NAME	AFFILIATION	DATE

END OF SECTION

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SECTION 01 77 00

CLOSEOUT PROCEDURES

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PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: Comply with requirement stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

B. Related Requirements Described Elsewhere:

1. Cleaning and Waste Management: Section 01 74 00.

2. Start-Up Procedures: Section 01 75 16.

3. Operating and Maintenance Data: Section 01 78 23.

4. Project Record Documents: Section 01 78 39.

5. Warranties: Section 01 78 36.

1.02 SUBSTANTIAL COMPLETION

A. The Work will not be substantially complete, and CONTRACTOR may not request substantial completion inspection unless the following submittals and work is completed:

1. All Operation and Maintenance manuals have been submitted and approved to the requirements of Section 01 78 23.

2. All equipment has been checked-out by the equipment manufacturer and Certificates of Manufacturer's Check-Out have been submitted as required by Section 01 75 16.

3. All start-up and demonstration testing completed and Certificates of Completed Demonstration submitted to the requirements of Section 01 75 16.

4. Project Record Documents are complete and have been submitted and reviewed to the requirements of Section 01 78 39.

5. All training of OWNER's personnel completed.

6. All areas to be used and occupied are safe, operable in automatic and complete.

7. All building occupancy certificates have been issued by the appropriate building permitting agency.

8. All painting, finishes, fencing, cleanup, final grading, grassing, planting, sidewalk construction, and paving shall have been completed and ready for inspection.

9. All deficiencies noted on inspection reports or non-conformances are corrected or the correction plan approved.

B. When the conditions of paragraph 1.02 A. are met, the CONTRACTOR shall submit to the ENGINEER:

1. A written notice that he considers the Work, or portion thereof, is substantially complete, and request an inspection.

2. A punchlist of items to be corrected. (Uncompleted work which is not related to the safe, effective, efficient use of the Project may be allowed on the punchlist with the ENGINEER's approval.)

C. Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.

D. Should the ENGINEER determine that the Work is not substantially complete:

1. The ENGINEER will promptly notify the CONTRACTOR in writing, giving the reasons therefor.

2. CONTRACTOR shall remedy the deficiencies in the Work and send another written notice of substantial completion to the ENGINEER.

3. The ENGINEER will within reasonable time, re-inspect the Work. The CONTRACTOR will be liable for re-inspection fees as described in paragraph 1.04, herein.

E. When the ENGINEER finds that the Work is substantially complete, he will:

1. Schedule a walk-through of the facility to include the OWNER. ENGINEER shall determine the completeness of the punchlist and readiness of the facility for occupancy by the OWNER.

2. Prepare and deliver to OWNER a tentative Certificate of Substantial Completion with the tentative punchlist of items to be completed or corrected before final inspection.

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3. After consideration of any objections made by the OWNER as provided in Conditions of the Contract, and when the ENGINEER considers the Work substantially complete, he will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected. Any incomplete work allowed on a punchlist must be re-inspected upon completion and any deficiencies found will be added to the punchlist.

1.03 FINAL INSPECTION

A. Prior to CONTRACTOR's request for a final inspection the following submittals and work must be complete:

1. Project Record Documents must be approved.

2. All spare parts and maintenance materials must be suitably delivered to the OWNER per the requirements of the Technical Sections of the Specifications.

3. CONTRACTOR to submit evidence of compliance with requirements of governing authorities.

B. After satisfying the requirements of paragraph 1.03 A. and when CONTRACTOR considers the Work complete, he shall submit written certification that:

1. Contract Document requirements have been met.

2. Work has been inspected for compliance with Contract Documents.

3. Work has been completed in accordance with Contract Documents.

4. Equipment and systems have been tested in the presence of the OWNER's representative and are operational.

5. All punchlist items have been corrected or completed and the Work is ready for final inspection.

C. The ENGINEER will, within reasonable time, make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

D. Should the ENGINEER consider that the Work is incomplete or defective:

1. The ENGINEER will promptly notify the CONTRACTOR in writing, listing the incomplete or defective work.

2. CONTRACTOR shall take immediate steps to remedy the stated deficiencies and send another written certification to the ENGINEER that the Work is complete.

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3. The ENGINEER will, within a reasonable amount of time, re-inspect the Work and the CONTRACTOR shall be liable for re-inspection fees as described in paragraph 1.04, herein.

D. When the ENGINEER finds that the Work is acceptable under the Contract Documents, the CONTRACTOR may make closeout submittals.

1.04 RE-INSPECTION FEES

A. Should the ENGINEER perform re-inspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR:

1. CONTRACTOR will compensate the OWNER for such additional services.

2. OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS

A. Warranties: To requirements of Section 01 78 36.

B. Evidence of Payment and Release of Liens: To requirements of General and Supplementary Conditions.

C. Certificate of Insurance for Products and Completed Operations.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting to the ENGINEER.

B. Statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum.

2. Additions and deductions resulting from:

a. Previous change orders or written amendment.
b. Allowances.
c. Unit prices.
d. Deductions for uncorrected work.
e. Penalties and bonuses.

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f. Deductions for liquidated damages.
g. Deductions for re-inspection payments.
h. Other adjustments.

3. Total Contract Sum, as adjusted.

4. Previous payments.

5. Sum remaining due.

C. ENGINEER will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.07 FINAL APPLICATION FOR PAYMENT

A. CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 78 36

WARRANTIES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Compile specified warranties and bonds as specified in these Specifications.

2. Co-execute submittals when so specified.

3. Review submittals to verify compliance with Contract Documents.

4. Submit to ENGINEER for review and transmittal to OWNER.

B. Related Work Described Elsewhere:

1. Instructions to Bidders: Bid Bonds.

2. Performance Bond and Payment Bond: Section 00 64 00.

1.02 SUBMITTAL REQUIREMENTS

A. Assembly warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.

B. Number of original signed copies required: Two (2) each.

C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

1. Product of work item.

2. Firm, with name of principal, address, and telephone number.

3. Scope.

4. Date of beginning of warranty, bond, or service and maintenance contract.

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5. Duration of warranty, bond, or service maintenance contract.

6. Provide information for OWNER's personnel:

   a. Proper procedure in case of failure.
   b. Instances which might affect the validity of warranty or bond.

7. CONTRACTOR, name of responsible principal, address, and telephone numbers.

1.03 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:

1. Size: Eight and one-half inches by 11 inches (8-1/2" x 11"), punch sheets for standard three-post binder.

   a. Fold larger sheets to fit into binders.

2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:

   a. Title of Project.
   b. Name of CONTRACTOR.

C. Binders: Commercial quality, three (3)-post binder, with durable and cleanable plastic covers and maximum post width of two inches (2").

1.04 WARRANTY SUBMITTALS REQUIREMENTS

A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. Manufacturer's warranty period shall be concurrent with CONTRACTOR's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by OWNER.

B. CONTRACTOR shall be responsible for obtaining certificates for equipment warranty for all major equipment which has at least a one (1) hp motor or which lists for more than $1,000. ENGINEER reserves the right to request warranties for equipment not classified as major. CONTRACTOR shall still warrant equipment not considered to be "major" in the CONTRACTOR's one (1) year warranty period even though certificates of warranty may not be required.

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C. In the event that the equipment manufacturer or supplier is unwilling to provide a one (1) year warranty commencing at the time of OWNER acceptance, the CONTRACTOR shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the CONTRACTOR of the one (1) year warranty starting at the time of OWNER acceptance of the equipment.

D. OWNER shall incur no labor or equipment cost during the guarantee period.

E. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by manufacturer.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

A. Maintain at the site for the OWNER one record copy of:

1. Drawings.

2. Specifications.

3. Addenda.

4. Change Orders and other modifications of the contract.

5. ENGINEER's Field Orders or written instructions.

6. Approved Shop Drawings.

7. Field Test records.

8. Construction photographs, preconstruction videos, and pipeline videos.

9. Preliminary as-built drawings.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Store documents and samples in CONTRACTOR's field office apart from documents used for construction.

1. Provide files and racks for storage of documents.

2. Provide locked cabinet or secure storage space for storage of samples.

B. File documents and samples in accordance with CSI format with section numbers as provided herein.

C. Maintain documents in a clean, dry, legible condition, and in good order. Do not use record documents for construction purposes.

D. Make documents and samples available at all times for inspection by the ENGINEER.

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E. As a prerequisite for monthly progress payments, the CONTRACTOR shall provide the currently updated "Record Documents" for review by the ENGINEER and OWNER.

1.03 MARKING DEVICES

A. Provide felt tip marking pens for recording information in the color code designated by the ENGINEER.

1.04 RECORDING

A. Label each document "PROJECT RECORD" in neat large printed letters.

B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.

C. Drawings: Legibly mark to record actual construction:

1. Depths of various elements of foundation in relation to finish first floor datum.

2. All underground piping with elevations and dimensions. Change to piping location. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Actual installed pipe materials, class, etc.

3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.

4. Field changes of dimensional and detail.

5. Changes made by Field Order or by Change Order.

6. Details not on original contract drawings.

7. Equipment and piping relocations.

8. Major architectural and structural changes including relocation of doors, windows, etc.

9. Architectural schedule changes according to CONTRACTOR's records or shop drawings.

a. CONTRACTOR shall provide copies of all such recordings to the CONTRACTOR's surveyor for incorporation into the preliminary and final as-builts drawings.

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D. Specifications and Addenda: Legibly mark each section to record:

1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.

2. Changes made by Field Order or by Change Order.

E. Shop Drawings (after final review and approval): Provide four (4) sets of record drawings for each process equipment, piping, electrical system, and instrumentation system.

1.05 SUBMITTAL

A. Accompany each submittal with transmittal letter in duplicate, containing:

1. Date.

2. Project title and number.

3. CONTRACTOR's name and address.

4. Title and number of each Record Document.

5. Signature of CONTRACTOR or his authorized representative.

B. Preliminary As-built Drawings: The CONTRACTOR shall submit to the ENGINEER two (2) paper copies of preliminary as-built drawings prepared and signed/sealed by the CONTRACTOR's surveyor with each monthly progress payment request. Preliminary as-built drawings shall conform to the requirements of final as-built drawings and shall represent the completed work to date. Preliminary as-built drawings shall include all work which the CONTRACTOR is requesting to be paid for.

C. Final As-built Drawings: Upon project closeout and as a prerequisite to the final pay request, the CONTRACTOR shall submit to the ENGINEER final as-built drawings Administrative Code, pursuant to Section 472.027 of the Florida Statutes. The ENGINEER shall supply the CONTRACTOR copies of AutoCad files and/or mylar sepias of the original construction plans for the CONTRACTOR's use in the as-built drawing preparation. Final as-built drawings shall include all work which the CONTRACTOR is requesting to be paid for. The final as-built drawing submittal shall include:

1. Two (2) sets of paper plans signed and sealed by a professional land surveyor licensed in the State of Florida CD(s) or other media containing AutoCad, version 14, drawing files.

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2. AutoCad drawing files shall include as-built information on layers separate from the original drawing layers and shall be named descriptively to represent the as-built features. (i.e.- Layer “wat ab” and “wat ab txt” for water as-built linework and text, respectively.) Drawing entities are to be shown on the correct layer. All as-built entities shall have color and line type set “bylayer”. Text sizes shall be relative to the plotted scale. Additional details or exploded views shall be included to accurately and fully represent the as-built conditions.

3. Certification by surveyor that the as-built information shown is accurate and that all improvements shown were constructed within or on public rights-of-way, easements or property specifically owned by the OWNER. Certification shall be to the OWNER, ENGINEER and St. Johns River Water Management (if applicable.)

4. No linework and text shall be erased from the original design (construction) drawings during the as-built drawing preparation. Original linework or text shall be circled if accurate or stricken (not erased) if not with the accurate information noted/shown. New linework and text shall be provided to accurately show the as-built information for the constructed improvements. Revisions to design dimensions alone will not be permitted.

5. Pressure Pipeline and Utility Conduit Improvements: For utility improvement projects, horizontal locations of the constructed pipelines with respect to the right-of-way lines or other readily visible, permanent features at 100 foot (100') minimum intervals and at critical locations such as road intersections shall be shown. For treatment plant and pump station improvements, horizontal locations shall be provided at 20 foot (20') intervals. Vertical locations of the constructed pipelines by elevation of centerline of pipe for above ground/exposed pipe or with respect to finished grade over buried pipe shall be shown at 100 feet (100') minimum intervals. (i.e. final cover) For underground piping, all valves, blow-offs, stub-outs, pigging stations, fire hydrants, backflow preventers and services shall be located horizontally in relation to readily visible, permanent features with three-way horizontal dimensions less than 100 feet (100'), each. Three-way dimensions to all buried fittings on treatment plant and pump station improvement projects shall be provided. If adequate features are not available, a station and offset dimensioning system can be used if prior approval is obtained from the ENGINEER. For above ground/exposed pipe, as-built dimensions between fittings or flanges shall be provided. Separations between sanitary hazards to potable water and reclaimed water mains per FDEP shall be shown.

6. Gravity Pipeline Improvements: Show elevations for all inverts, manhole tops, inlet throats/weirs, grate tops, etc. Show size and type of each

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structure. As-built length, size, and type of pipes between the structures shall be shown. All service laterals and cleanouts shall be located horizontally to readily visible, permanent features with three way horizontal dimensions less than 100 feet (100'), each. If adequate features are not available, a station and offset dimensioning system can be used if prior approval is obtained from the ENGINEER. A labeling and dimension table scheme is recommended for the three way or station/offset dimensioning. (i.e.-constructed feature labeled as "A", permanent feature labeled as "B", "A"-"B" dimension shown in table for distance measured between the two. Use continuous labeling and complete single table per plan sheet.) Separations between gravity "sanitary hazards" to potable water and reclaimed water mains per FDEP shall be shown.

7. Roadway Improvements: Elevation, size and location of swales, ditches, gutter flow-lines, edge of pavement, and road crown on both sides of the road if applicable shall be provided at 100 foot (100') minimum intervals and at critical areas such as intersections and inlets/flumes. As-built points of curvature, tangent and vertical intersection, along with radii of road alignment, intersecting streets and driveways and other alignment information shall be provided.

8. Stormwater Improvements: The limits, slopes, and bottom depths of stormwater ponds, swales and other retention areas shall be provided. All stormwater piping information shall conform to the Gravity Pipeline Improvement requirements. Size, type, material, and elevations of all stormwater structures, including appurtenances such as weirs, orifices, skimmer plates, etc. shall be shown. As-built information shall conform to St. Johns River Water Management District requirements.

9. Treatment Facility Improvements: Location, size, number, and type of treatment equipment and structures shall be shown. Applicable requirements of as-built information listed herein for similar improvements shall be required.

10. Building Improvements: Finished floor elevations, ceiling heights, building locations, wall opening dimensions, equipment (electrical, mechanical, plumbing) locations, etc. shall be provided. Change of material shall be specifically noted as such.

11. Landscaping Improvements: Number, type, size, and general location of installed plant material shall be provided. Change of material shall be specifically noted as such. Location of irrigation meters, services, manual valves, automatic valves, controllers, rain shut off switches, etc. shall be shown. Changes to the designed irrigation system shall be shown.

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12. Other Improvements: Changes from the original design of other improvements such as electrical, mechanical, and structural improvements shall be noted as such on the as-built drawings with the size, number, type, and location of the constructed/installed improvements noted.

13. CONTRACTOR may be required to reimburse the OWNER for services rendered by the ENGINEER for review of multiple resubmittals per SC-6.17, 1. of Section 00 80 00: Supplementary Conditions.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

SECTION 40 05 71.14
MEMBRANE CHECK VALVE

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: This section includes materials and installation of hydraulically actuated check valves for stormwater, wastewater, water, and reclaimed water service.

B. Related work described elsewhere:

1. Section 01 60 00: Product Requirements

1.02 QUALITY ASSURANCE

A. Qualifications:

1. The specified equipment shall be the standard product of manufacturers who regularly engage in the production of this type of equipment and who are fully experienced, reputable, and qualified in the manufacture of the equipment to be furnished. The equipment shall be designed, constructed, delivered, and installed in accordance with the best practices and methods and shall be specifically designed for the service intended.

B. All valves shall be the product of a single manufacturer. The manufacturer shall have over 10 years of experience in successful operations and installations.

C. Acceptable manufacturers:

1. Wapro, Inc.

1.03 SUBMITTALS

A. Materials and Shop Drawings:

1. Furnish, as prescribed under the General Requirements, shop drawings covering the items included under this section of the work.

2. Specifically, include the following information:

a. Catalog information, descriptive literature, diagrams, and drawings on all components including installation and maintenance recommendations.

Attachment: Exhibit B -Bid Set Specs Rev 061924 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

b. Submit a technical specifications including head loss, flow data, pressure ratings, vertical and horizontal opening pressures.

c. Certification on EN 13564-1:2002 available upon request.

B. Operating and Maintenance Manuals:

1. For each device assemble the updated submittal information and all service manuals for the referenced equipment.

PART 2 - PRODUCTS

2.01 COMPONENTS

A. Valve Construction

1. Valves are to be hydraulically operated membrane check type with flanged joint ends, flat irons, joint couplings or custom-made brackets on both sleeve and metal body.

2. The check valve should be able to be installed on an inlet, or outlet, vertically, horizontally, inside existing pipes, or between two pipes.

3. The housing of the valve should be of stainless steel and less than or equal to 3mm (0,12") thick.

4. The membrane shall be Polyurethane (PU) and designed as one single eccentric conical piece with radius all around its conical periphery (up to DN300 (NPS 12”), inherently resistant to microbiological attack, resistant to oxygen, ozone and UV light.

5. All mounting material and collar plate shall type 316 stainless steel.

6. The seal/gasket shall be CR, EPDM

PART 3 - EXECUTION

3.01 VALVE FUNCTIONS

A. Inline check valve shall withstand up to 8 meters / 26' (7,25 psi) back pressure depending on the dimension and durometer of the membrane.

B. Inline check valve membrane shall be fully closed and sealed in the normal state when no flow of water/liquid occurs through the pipe.

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C. Each inline check valve shall be labeled with flow direction and a unique serial number.
D. Inline check valve shall be reversible, allowing installation at inlet or outlet.
E. Inline check valve shall not allow the upstream pipe to empty completely.
F. The membrane shall theoretically only cover 10 % of the open area of the pipe when fully open.
G. Inline check valve shall not create a step inside the pipe greater than 6,35mm (1/4”)
H. The membrane shall withstand abrasives such as sand, detritus and typical chemicals found in wastewater and shall be made of polyurethane (PU) or silicone (MVQ).
I. The Inline check valve membrane shall create a pulsating flow through the valve which flushes the pipe clean from debris such as sand, mud, sediment.
J. Inline check valve membrane shall be:
    a. mounted in a stainless steel housing that, during installation, is to be inserted as-is on site into an existing pipe, or;
    b. mounted in a stainless steel housing that, during installation, is to be installed as an intermediate pipe between two existing pipe ends with flexible couplings or flange installation;
    c. Made of polyurethane (PU) and designed as one single eccentric conical membrane with radius all around its conical periphery (up to DN300 (NPS 12”)).
    d. inherently resistant to microbiological attack over long periods
    e. resistant to oxygen, ozone and UV light

3.02 Installation:

A. Prior to shipment each valve must be approved by the Engineer and be factory tested and Q.C. approved.
B. Installation shall be conducted according to the manufacturers' written instructions. All valves shall be marked with a unique serial number and flow direction reference.

PART 4 - SPARE PARTS

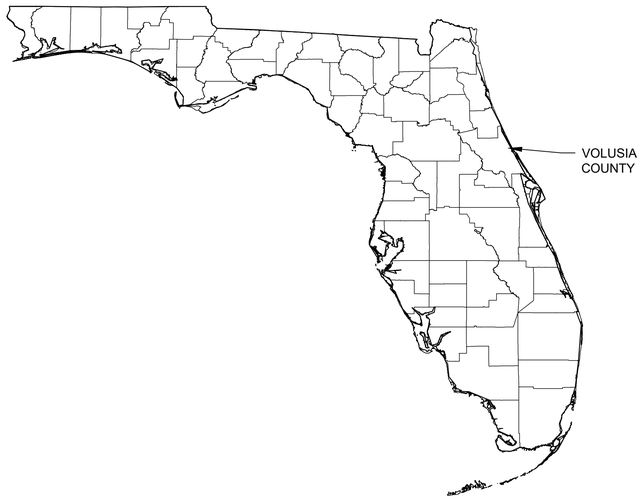
4.01 REQUIRED SPARE PARTS – NONE REQUIRED

END OF SECTION

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CITY OF HOLLY HILL

TIDAL BACKFLOW PREVENTERS



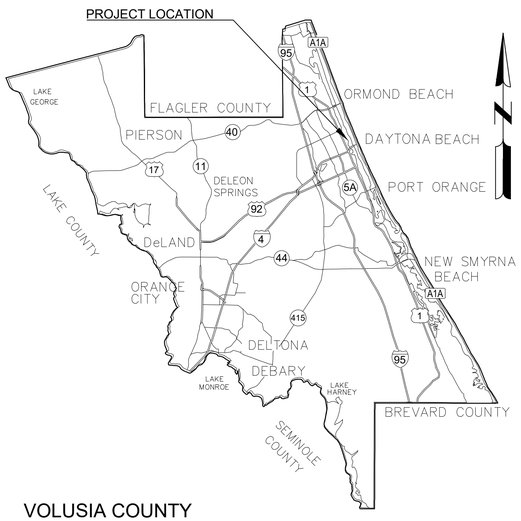
BID#: 24SW01

BID SET

JULY 2024

LOCATION MAP

VICINITY MAP



SHEET INDEX

SHEET NUMBER	SHEET TITLE
G-001	COVER SHEET
G-002	GENERAL NOTES
G-003	KEY MAP
C-101	SITE PLANS
C-102	SITE PLANS
C-501	STANDARD DETAILS
C-502	STANDARD DETIALS

CITY OFFICIALS

MAYOR	Chris Via
CITY MANAGER	Joseph Forte

COMMISSIONERS

DISTRICT 1	John Penny
DISTRICT 2	Penny Currie
DISTRICT 3	John C. Danio
DISTRICT 4	Roy Johnson

ALL WORK SHALL CONFORM TO THE LATEST VERSION OF FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND CITY OF HOLLY HILL STANDARD CONSTRUCTION DETAILS.

ENGINEER OF RECORD: ANDREW M. GIANNINI, P.E. 46601

MEAD & HUNT PROJECT MANAGER: ANDREW GIANNINI

CITY OF HOLLY HILL PROJECT MANAGER: SHAWN HEBERT

Mead & Hunt

Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730

HOLLY HILL FLORIDA

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CITY OF HOLLY HILL
TIDAL BACKFLOW PREVENTERS

RIVERSIDE DRIVE
HOLLY HILL, FL

ISSUED
06/2022 BID SET

NOT FOR CONSTRUCTION

M&H NO.: 1000710-210791.01
DATE: JUNE 2022
DESIGNED BY: AMG
DRAWN BY: MDG
CHECKED BY: AMG
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SHEET CONTENTS
COVER SHEET

SHEET NO.
G-001

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GENERAL NOTES

1. PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL REVIEW THE CITY OF HOLLY HILL UTILITIES DEPARTMENT STANDARD DETAILS, LATEST EDITION AND TECHNICAL SPECIFICATIONS AND COMPLY WITH THE REQUIREMENTS UNLESS OTHERWISE NOTED IN THE PLANS.

2. ALL UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED. HORIZONTAL AND VERTICAL DATA IS BASED ON THE BEST INFORMATION AVAILABLE AND SHOULD BE CONSIDERED APPROXIMATE. IT IS POSSIBLE THAT CERTAIN UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR CALLING IN LOCATES AND LOCATING ALL UTILITIES PRIOR TO CONSTRUCTION WORK STARTING.

3. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PIPE SIZES, AND INVERT ELEVATIONS TO RESTORE ROADS,SIDEWALKS, STRUCTURES, AND ANY OTHER DAMAGED OR REMOVED ITEMS DURING CONSTRUCTION.

4. CONTRACTOR IS RESPONSIBLE FOR INVESTIGATING AND VERIFYING ALL PIPE SIZES AND MATERIALS PRIOR TO ORDERING BACKFLOW PREVENTERS AND STARTING CONSTRUCTION.

5. INDIVIDUAL UTILITY OWNERS SHALL BE RESPONSIBLE FOR ANY UTILITIES TO BE ADJUSTED BY OTHERS AS DIRECTED BY THE CITY'S REPRESENTATIVE FOR THE CONSTRUCTION OF THIS PROJECT.

6. THE CONTRACTOR SHALL NOTIFY ALL UTILITY OWNERS TWO (2) BUSINESS DAYS PRIOR TO ANY EXCAVATION. (CALL SUNSHINE 811).

APPARENT UTILITY OWNERS:

BH NETWORK/SPECTRUM.....(386) 760-9941x7126
TECO PEOPLES GAS INC.....(386) 671-2253
VOLUSIA COUNTY.....(386) 671-8815
AT&T.....(386) 257-7930
FLORIDA POWER & LIGHT.....(386) 322-3439
VOLUSIA COUNTY SIGNAL SHOP.....(386) 736-5968
CROWN CASTLE FIBER.....(305) 522-2931
CITY OF HOLLY HILL.....(386) 248-9463

7. ALL WORK PERFORMED ON ANY UTILITY SYSTEM OR SYSTEM COMPONENT THAT IS OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE PERFORMED BY AN EXPERIENCED UNDERGROUND UTILITY CONTRACTOR LICENSED IN THE STATE OF FLORIDA AND REGISTERED WITH THE CITY.

8. ALL PUBLIC LAND CORNERS AND NGVD MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED. IF A PUBLIC LAND CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE PROJECT ENGINEER SHOULD NOTIFY THE CITY SURVEYOR WITHOUT DELAY BY TELEPHONE. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO REPLACE/RESTORE ANY PROPERTY CORNER DISTURBED BY CONSTRUCTION ACTIVITIES. IF AN NGVD MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS IN DANGER OF BEING DISTURBED THE CONTRACTOR SHALL NOTIFY:

GEODETIC INFORMATION CENTER
ATTN: MARK MAINTENANCE SECTION
6001 EXECUTIVE BOULEVARD
ROCKVILLE, MARYLAND 20852
TELEPHONE: (301) 443-8319

9. B.M. DATUM IS NATIONAL GEODETIC VERTICAL DATUM OF 1988 (NGVD-1988) AND STATE PLANE COORDINATES ARE BASED UPON NAD 83.

10. ALL DISPLACED SIGNS SHALL BE RELOCATED IN EQUAL OR BETTER THAN PRE-CONSTRUCTION CONDITION AT THEIR EXISTING STATION ACCORDING TO F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION) UNLESS OTHERWISE NOTED IN THE PLANS.

11. SIGNS THAT ARE REMOVED AND ARE TO BE RELOCATED SHALL BE STOCK PILED BY THE CONTRACTOR. ANY EXISTING SIGNS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT HIS COST.

12. ALL EXISTING DRAINAGE STRUCTURES AND UTILITIES WITHIN THE CONSTRUCTION LIMITS SHALL REMAIN, UNLESS OTHERWISE NOTED IN PLANS.

13. ALL STORM SEWER LINES AND INLETS SHALL BE CLEANED OF DEBRIS AND ERODED MATERIALS AT LAST STAGES OF CONSTRUCTION.

14. ANY DRAINAGE PROBLEMS CREATED BY CONSTRUCTION, OR EXISTING BEFORE CONSTRUCTION AND NOT ALLEVIATED, SHOULD BE BROUGHT TO THE ATTENTION OF THE CITY OF HOLLY HILL PUBLIC WORKS DEPARTMENT AT THE TIME OF DISCOVERY.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AS WELL AS THE REQUIREMENTS OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT. CONTRACTOR SHALL ESTABLISH BEST MANAGEMENT AND EROSION CONTROL METHODS PRIOR TO COMMENCING ANY SITE CLEARING OR DEMOLITION AND SHALL MAINTAIN THOSE BARRIERS UNTIL FINAL ACCEPTANCE OF THE PROJECT. INLETS SHALL BE PROTECTED FROM RECEIVING SILTY RUNOFF BY MEANS ACCEPTABLE TO THE CITY.

16. ALL DELINEATED WETLAND AREAS SHALL BE STAKED AND FENCED WITH TYPE III SILT FENCING PRIOR TO CONSTRUCTION. FENCING SHALL NOT BE REMOVED UNTIL ALL CONSTRUCTION IS COMPLETED. LIMITS OF SILT FENCE SHOWN ON PLANS ARE APPROXIMATE AND ARE TO BE ADJUSTED AS NECESSARY TO MEET FIELD CONDITIONS AS DIRECTED BY THE ENGINEER.

17. THE EROSION, SEDIMENT, AND TURBIDITY CONTROL MEASURES DELINEATED HEREON ARE THE MINIMUM REQUIRED. ADDITIONAL CONTROLS MAY BE NEEDED, DEPENDING UPON THE ACTUAL SITE CONDITIONS, JURISDICTIONAL AGENCY PERMIT REQUIREMENTS AND CONSTRUCTION OPERATIONS. STAKED SILT FENCE SHALL BE UTILIZED TO CONTROL EROSION AND RELEASE OF SUSPENDED SOLIDS AND SEDIMENT TRACKING CONTROL DEVICES SHALL BE USED TO PREVENT THE OFFSITE TRANSPORT OF SEDIMENT BY MOTORIZED VEHICLES. IF CONTROL MEASURES DO NOT PROVE SATISFACTORY, WORK SHALL CEASE UNTIL NEW MEASURES ARE ADOPTED WITH SATISFACTORY RESULTS.

18. ALL EROSION AND SEDIMENT TRACKING CONTROL DEVICES SHALL BE INSPECTED DAILY AND IMMEDIATELY FOLLOWING A RAINFALL EVENT. ANY DEFICIENCIES FOUND IN THE EROSION CONTROL MEASURES SHALL BE REPAIRED IMMEDIATELY. THE CONTRACTOR SHALL KEEP A LOG BOOK DOCUMENTING THESE DAILY INSPECTIONS, DEFICIENCIES AND REMEDIAL ACTIONS.

19. ALL UNSUITABLE SOILS AND UNSUITABLE MATERIALS (SUCH AS CLAY, ORGANICS, ROCK, CEMENTED COQUINA, DEBRIS, ETC...) SHALL BE REMOVED, DISPOSED OF AND REPLACED WITH DRY COMPACTED GRANULAR MATERIAL SATISFACTORY TO THE CITY. THE COST OF THE WORK AND MATERIALS IS TO BE INCLUDED IN THE UNIT PRICE OF THE ASSOCIATED PAY ITEMS. ROCK EASILY MOVED WITH A STANDARD EXCAVATOR AND ABLE TO BE COMINGLED WITH BACKFILL MATERIAL SHALL NOT BE ELIGIBLE FOR UNSUITABLE MATERIAL PAYMENT.

20. ROCK AND CEMENTED COQUINA OR OTHER MATERIALS UNSUITABLE FOR BACKFILL SHALL BE DISPOSED OF BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

21. MAINTENANCE OF TRAFFIC: THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING VEHICULAR AND PEDESTRIAN TRAFFIC SAFELY THROUGH THE WORK ZONE AT ALL TIMES. ANY SIDEWALK, LANE OR ROAD CLOSURE REQUIRES REVIEW AND APPROVAL IN ADVANCE AND A SEVEN (7) DAY MINIMUM NOTICE TO THE CITY OF HOLLY HILL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REQUIRED COORDINATION.

22. MAINTENANCE OF TRAFFIC WILL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS" AND "THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS" LATEST EDITIONS.

23. ALL WATER MAIN OUTAGES FOR TIE-INS SHALL BE COORDINATED WITH THE CITY OF HOLLY HILL. OUTAGES SHALL BE LIMITED TO TWO HOURS DURING WORKING HOURS. OUTAGES MAY BE EXTENDED DURING OFF PEAK TIMES WITH APPROVAL FROM THE CITY.

Mead & Hunt
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4401 Eastport Parkway
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HOLLY HILL
FLORIDA

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CITY OF HOLLY HILL
TIDAL BACKFLOW PREVENTERS

RIVERSIDE DRIVE
HOLLY HILL, FL

ISSUED
06/2022 BID SET

NOT FOR CONSTRUCTION

M&H NO.: 1000710-210791.01
DATE: JUNE 2022
DESIGNED BY: AMG
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SHEET CONTENTS
GENERAL NOTES
LEGEND &
ABBREVIATIONS

SHEET NO.
G-002

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TIDAL BACKFLOW PREVENTERS

RIVERSIDE DRIVE
HOLLY HILL, FL

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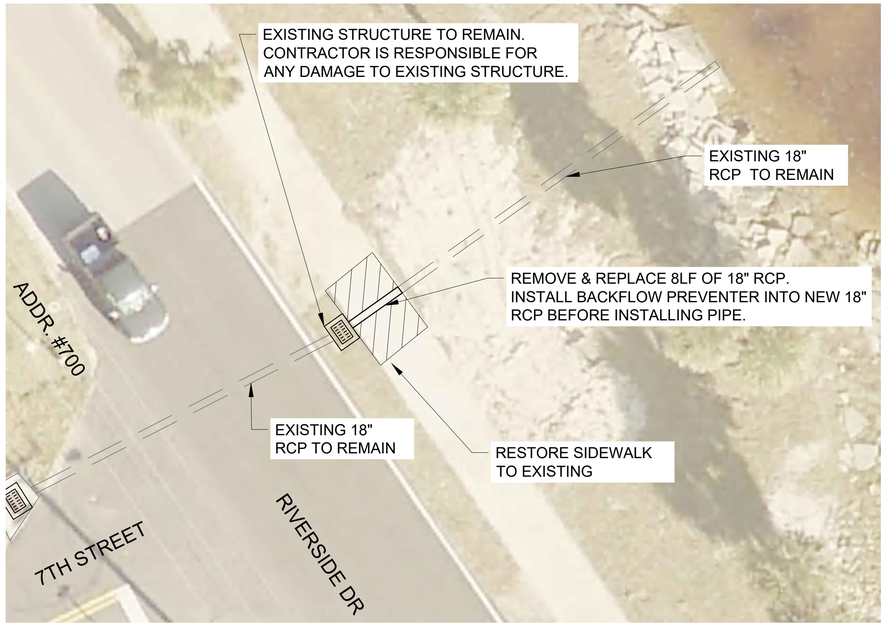
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SHEET CONTENTS
KEY MAP

SHEET NO.
G-003

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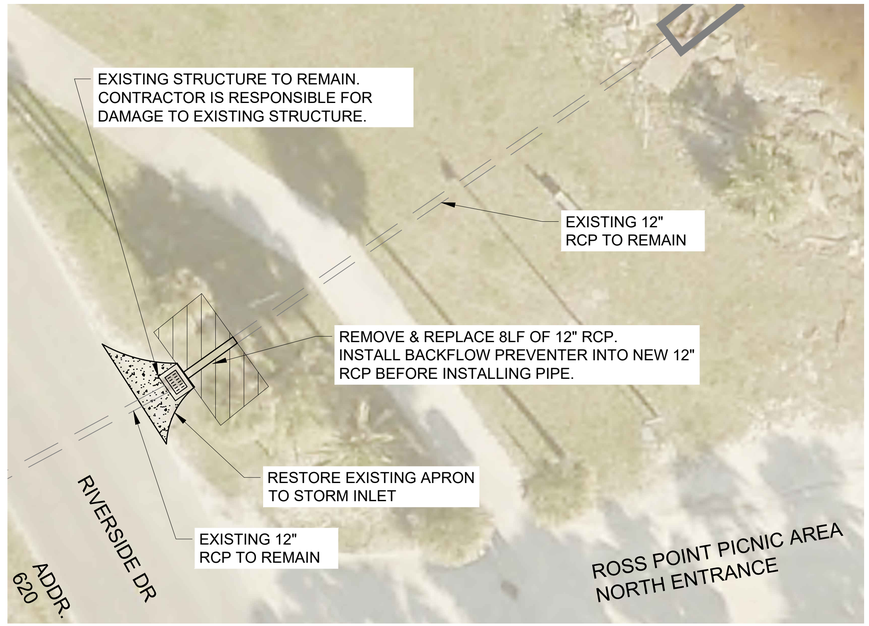


PLAN NORTH

OUTFALL #1

1" = 10'

0 5 10 20

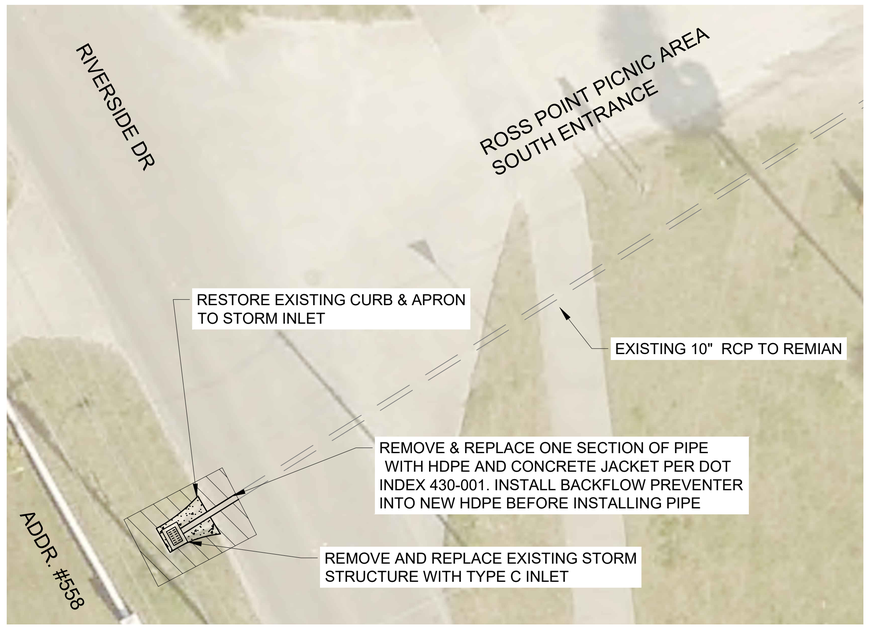


PLAN NORTH

OUTFALL #2

NO SCALE

0 5 10 20

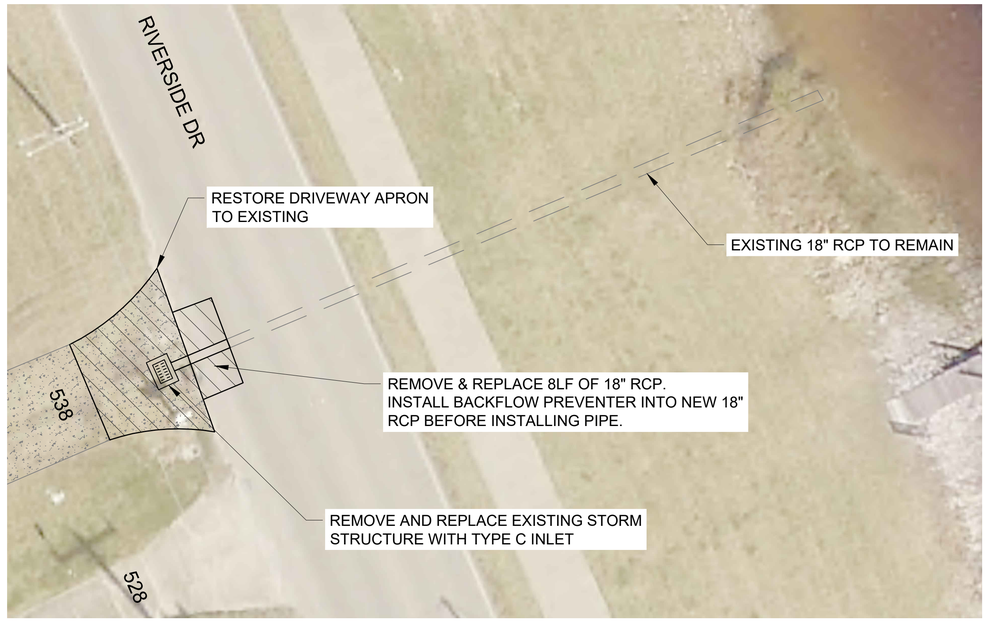


PLAN NORTH

OUTFALL #3

NO SCALE

0 5 10 20



PLAN NORTH

OUTFALL #4

1" = 10'

0 5 10 20

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Port Orange, FL 32127
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FLORIDA

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CITY OF HOLLY HILL
TIDAL BACKFLOW PREVENTERS

RIVERSIDE DRIVE
HOLLY HILL, FL

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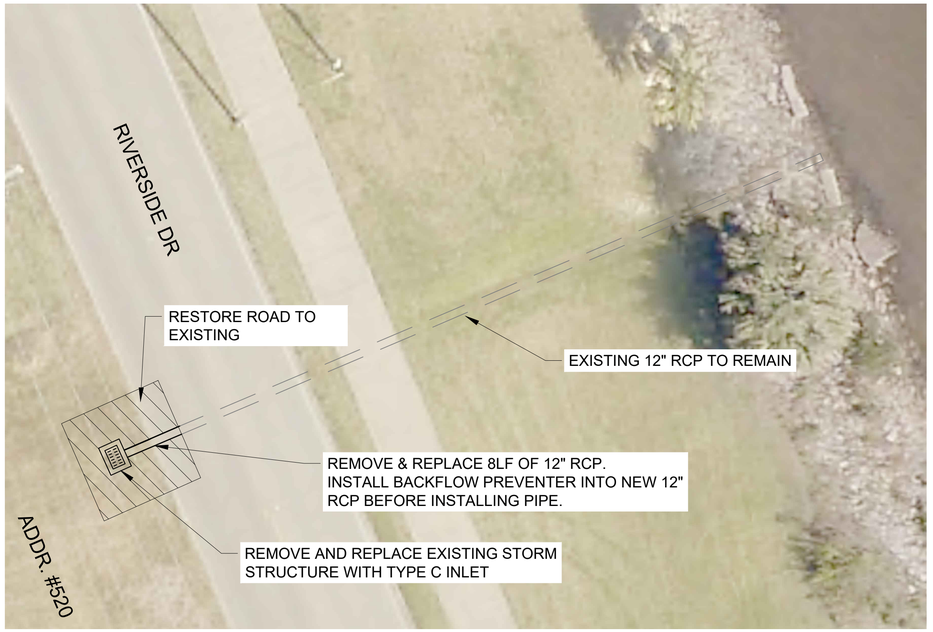
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SHEET CONTENTS
SITE PLANS

SHEET NO.
C-101

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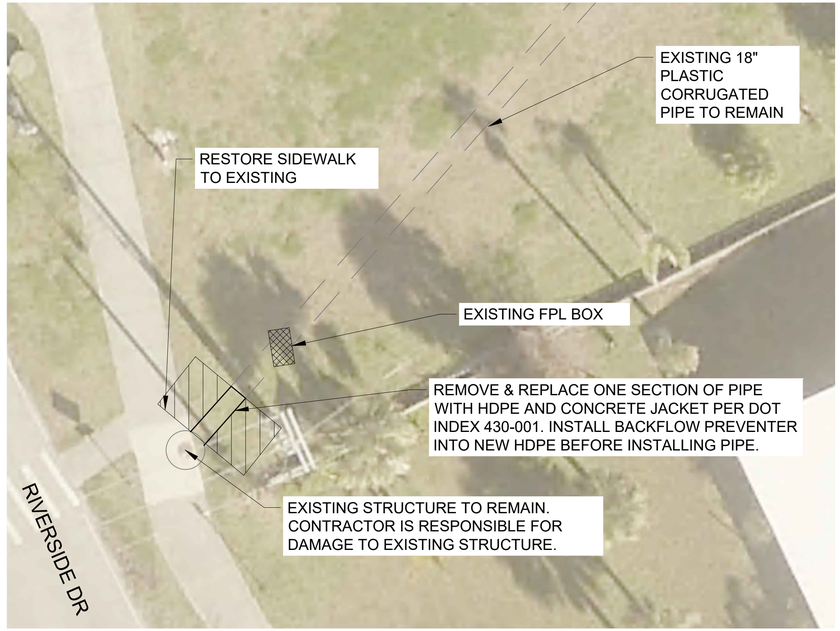


PLAN NORTH

OUTFALL #5

NO SCALE

0 5 10 20

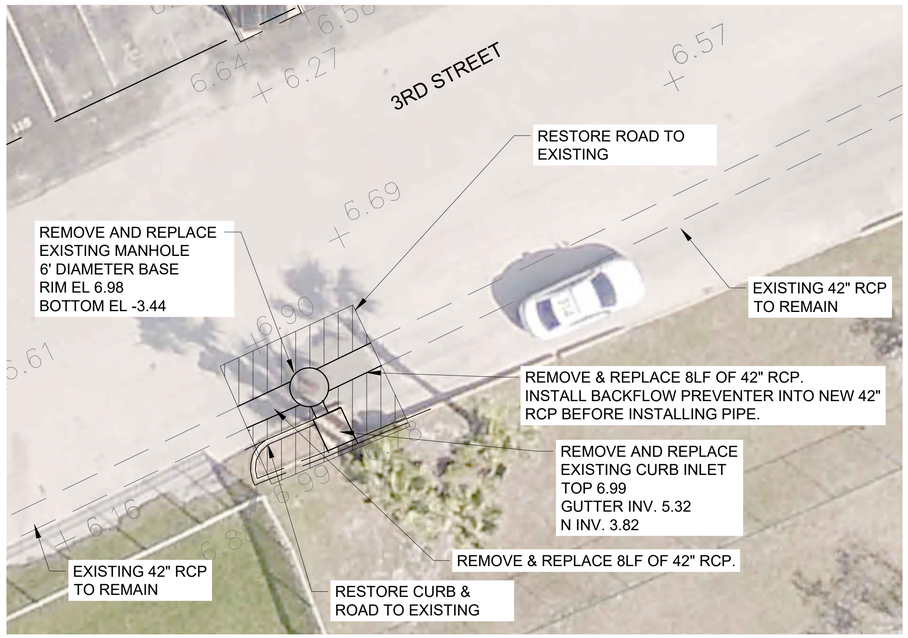


PLAN NORTH

OUTFALL #6

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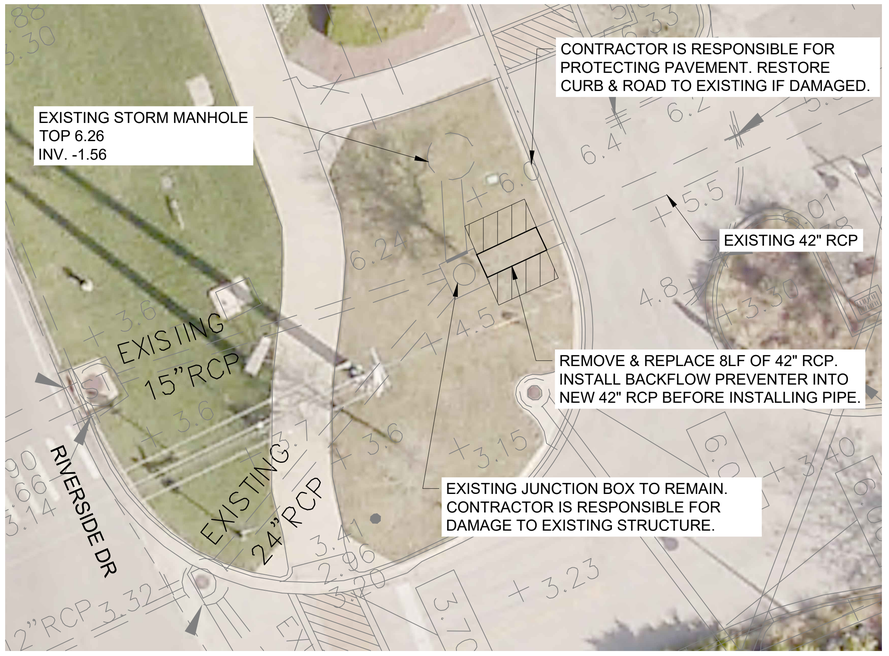


PLAN NORTH

OUTFALL #7

NO SCALE

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PLAN NORTH

OUTFALL #8

NO SCALE

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Mead & Hunt

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HOLLY HILL
FLORIDA

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CITY OF HOLLY HILL
TIDAL BACKFLOW PREVENTERS

RIVERSIDE DRIVE
HOLLY HILL, FL

ISSUED
06/2022 BID SET

NOT FOR CONSTRUCTION

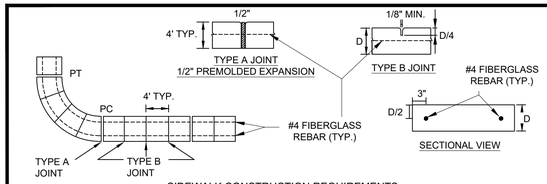
M&H NO.: 1000710-210791.01
DATE: JUNE 2022
DESIGNED BY: AMG
DRAWN BY: MDG
CHECKED BY: AMG
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SHEET CONTENTS
SITE PLANS

SHEET NO.
C-102

Attachment: Exhibit C - BID PLAN SET - HH BACKFLOW PREVENTERS JULY 2024 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

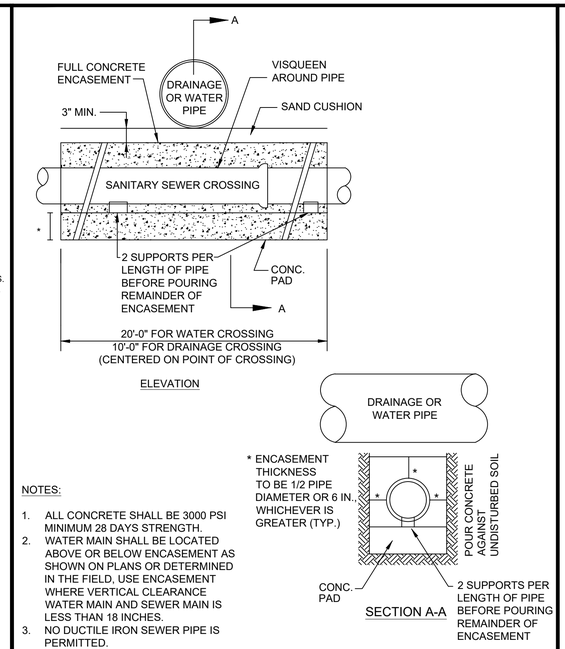
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SIDEWALK CONSTRUCTION REQUIREMENTS

1. ALL CONCRETE SIDEWALKS & BIKEPATHS IN PUBLIC RIGHT-OF-WAY, PRIVATE RIGHT-OF-WAY, AND ON NON-RESIDENTIAL SITES SHALL CONTAIN FIBERGLASS REINFORCEMENT EXCEPT REPAIRS TO NON-REINFORCED EXISTING SIDEWALKS. FIBERGLASS REINFORCEMENT SHALL NOT BE REQUIRED ON PRIVATE RESIDENTIAL SIDEWALKS.
2. SIDEWALKS, BIKE PATHS, RAMPS, AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE WITH FIBERGLASS REINFORCEMENT, HAVING A MAXIMUM SLUMP OF 3 INCHES, A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 3000 P.S.I. IN 28 DAYS, AND A MINIMUM UNIFORM THICKNESS OF 4 INCHES WHERE INTENDED SOLELY FOR PEDESTRIAN TRAFFIC, AND 6 INCHES THICK WHERE MOTOR VEHICLES ARE LIKELY TO CROSS.
3. 2 - #4 CONTINUOUS FIBERGLASS BARS (6" OVERLAP REQUIRED) SHALL BE INSTALLED LONGITUDINALLY, 3" FROM THE EDGE OF ALL BIKE PATHS AND SIDEWALKS, TO CONTROL DIFFERENTIAL MOVEMENT AT JOINTS.
4. SIDEWALKS AND BIKE PATHS SHALL BE PLACED PARALLEL TO, AND ONE FOOT WITHIN THE RIGHT-OF-WAY LINE EXCEPT THAT THE CITY MAY APPROVE DEVIATIONS TO SAVE SPECIMEN TREES PROVIDED THAT THE SIDEWALK REMAINS WITHIN THE RIGHT-OF-WAY OR AN APPROVED SIDEWALK EASEMENT ABUTTING THE RIGHT OF WAY. SIDEWALKS AND BIKE PATHS SHOULD BE LOCATED AT LEAST 4 FEET FROM THE EDGE OF THE STREET PAVEMENT UNLESS OTHERWISE APPROVED BY THE CITY.
5. THE TOP OF THE CONCRETE SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY, AND NO HIGHER THAN 6 INCHES ABOVE THE CROWN UNLESS APPROVED BY THE CITY TO MAKE A MORE NATURAL TRANSITION WITH THE ADJACENT LAND.
6. ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING SLABS OR STRUCTURES AND FRESH CONCRETE, TO SEPARATE PEDESTRIAN SECTIONS FROM SECTIONS WHICH WILL ENCOUNTER VEHICLE TRAFFIC, TO SEPARATE FRESH PLACEMENT FROM CONCRETE WHICH HAS SET FOR MORE THAN 60 MINUTES, AND NO FARTHER APART THAN 100 FEET IN SIDEWALKS AND BIKE PATHS. JOINT MATERIAL SHALL BE PREFORMED JOINT FILLER MEETING FDOT SPECIFICATIONS (LATEST EDITION).
7. CONTROL JOINTS (TYPE B JOINTS) SHALL BE TOOLED INTO THE FRESH CONCRETE TO A DEPTH EQUAL TO 1/4 THE SLAB THICKNESS AND SPACED APART A DISTANCE EQUAL TO THE WIDTH OF THE SLAB OR 4 FEET WHICHEVER IS GREATEST.
8. THE SLAB SURFACE SHALL BE BROOM FINISHED TO BE SLIP RESISTANT, AND SHALL MATCH AS CLOSELY AS POSSIBLE THE FINISH OF EXISTING ADJACENT SLABS AND ALL EDGES SHALL BE TOOLED TO ELIMINATE SHARP CORNERS.
9. THE BEARING SUBSURFACE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATTER REMOVED, AND THE REMAINING CLEAN SOIL SHALL BE SMOOTH, SOUND, AND SOLID. ANY FILL MATERIAL SHALL BE COMPACTED TO A MINIMUM PROCTOR FIELD DENSITY OF 95 PERCENT.
10. ALL CONCRETE WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY AFTER THE SUBSOIL IS PREPARED AND THE FORMS ARE SET, BUT BEFORE THE CONCRETE PLACEMENT BEGINS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB, AFTER WHICH TIME THE OWNER OF THE ABUTTING LAND SHALL BE RESPONSIBLE FOR THE SLAB IN ACCORDANCE WITH THE CITY CODE. ANY SLAB SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED. REPAIRS ARE NOT ACCEPTABLE.
12. SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY SHALL NOT BE TINTED, STAINED, COLORED, OR COATED.
13. ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL AND THE DISTURBED GROUND SHALL BE BACKFILLED, REGRADED, AND SODDED SO THAT THE WEAR SURFACE OF THE CONCRETE IS REASONABLY FLUSH WITH THE ADJACENT GRADE.

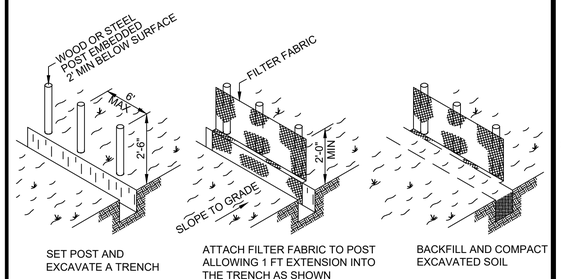
HOLLY HILL FLORIDA	CITY OF HOLLY HILL, FLORIDA STANDARD CONSTRUCTION DETAILS SIDEWALK CONSTRUCTION REQUIREMENTS	DATE 02/2020	DETAIL NUMBER GD-3



NOTES:

1. ALL CONCRETE SHALL BE 3000 PSI MINIMUM 28 DAYS STRENGTH.
2. WATER MAIN SHALL BE LOCATED ABOVE OR BELOW ENCASEMENT AS SHOWN ON PLANS OR DETERMINED IN THE FIELD, USE ENCASEMENT WHERE VERTICAL CLEARANCE WATER MAIN AND SEWER MAIN IS LESS THAN 18 INCHES.
3. NO DUCTILE IRON SEWER PIPE IS PERMITTED.

HOLLY HILL FLORIDA	CITY OF HOLLY HILL, FLORIDA STANDARD CONSTRUCTION DETAILS SEWER / WATER / DRAINAGE CROSSING	DATE 02/2020	DETAIL NUMBER GD-19

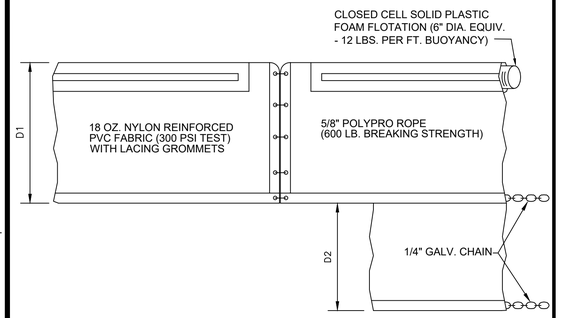


SILT FENCE DETAIL

NOTES:

1. MATERIALS, CONSTRUCTION METHODS AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS AND STANDARDS PLANS (LATEST EDITION).
2. CONTRACTOR SHALL PROVIDE SILT FENCES, SYNTHETIC JUTE BALES, WATTLES, AND/OR HAVE BEST MANAGEMENT PRACTICES (BMP'S) AS REQUIRED AT ALL STORMWATER DISCHARGE POINTS FOR EROSION CONTROL AND SEDIMENT CONTROL DURING CONSTRUCTION.
3. CONTRACTOR SHALL ROUGH GRADE STORM- WATER SWALES AND RETENTION AREAS PRIOR TO CONSTRUCTION OF SITE IMPROVEMENTS.
4. CONTRACTOR SHALL MEET ALL PERMIT CONDITIONS AS ESTABLISHED BY THE CITY OF HOLLY HILL AND ALL OTHER APPLICABLE AGENCIES, INCLUDING BUT NOT LIMITED TO COUNTY, FDOT, AND THE SJRWMD.
5. CONTRACTOR WILL BE ALLOWED TO USE A SMALL PIECE OF EQUIPMENT UP TO THE SIZE AND WEIGHT OF A D-3 DOZER TO CLEAR A NARROW PATH TO INSTALL THE SILT FENCE.

HOLLY HILL FLORIDA	CITY OF HOLLY HILL, FLORIDA STANDARD CONSTRUCTION DETAILS SILT FENCE TURBIDITY BARRIER	DATE 02/2020	DETAIL NUMBER RD-17



FLOATING TURBIDITY BARRIER

D1 - 5 FT. STD. SINGLE PANEL FOR DEPTHS 5 FT. OR LESS

D2 - 5 FT. STD. ADDITIONAL PANEL FOR DEPTHS GREATER THAN 5 FT. CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FT.

TWO PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FT.

REFER TO FDOT STANDARD PLANS (LATEST EDITION).

HOLLY HILL FLORIDA	CITY OF HOLLY HILL, FLORIDA STANDARD CONSTRUCTION DETAILS FLOATING TURBIDITY BARRIER	DATE 02/2020	DETAIL NUMBER RD-19

CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES (1 OF 2)

THE FOLLOWING MEASURES REPRESENT MINIMUM STANDARDS TO BE ADHERED TO BY THE CONTRACTOR THROUGHOUT THE CONSTRUCTION OF A PROJECT. THE CITY RESERVES THE RIGHT TO REQUIRE ADDITIONAL MEASURES TO BE EMPLOYED WHEN WARRANTED BY EXTREME CONDITIONS AND/OR THE FAILURE OF THE CONTRACTOR TO EMPLOY THE APPROPRIATE EROSION CONTROL BEST MANAGEMENT PRACTICES. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".

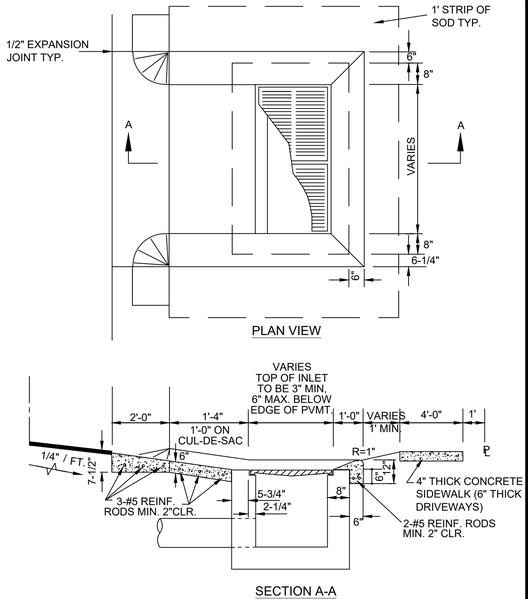
1. NO DISTURBANCE OF PROPOSED CONSERVATION EASEMENTS, NATURAL BUFFERS, OR WATER BODIES IS PERMITTED. THE CONTRACTOR SHALL LOCATE THESE AREAS ON SITE AND BARRICADE THEM TO AVOID ANY UNAUTHORIZED CLEARING. BARRICADES AND OTHER PROTECTIVE FENCING ARE TO BE LOCATED AT THE DRIP LINE OF EXISTING NATIVE TREES OR AT THE EDGE OF THE NATIVE UNDER- STORY HABITAT, WHICHEVER IS NEAREST TO THE CONSTRUCTION ACTIVITY.
2. SPECIMEN AND HISTORIC TREES, CONSERVATION EASEMENTS, NATURAL VEGETATION BUFFERS, AND SIMILAR AREAS MUST BE PROTECTED BY BARRICADES OR FENCING PRIOR TO CLEARING. BARRICADES ARE TO BE SET AT THE DRIP LINE OF THE TREES AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARBED WIRE IS NOT PERMITTED AS A PROTECTIVE BARRIER.
3. WHERE A CHANGE OF GRADE OCCURS AT THE DRIP LINE OF A SPECIMEN TREE, SILT FENCES WILL BE REQUIRED DURING CONSTRUCTION AND RETAINING WALLS MUST BE INSTALLED PRIOR TO FINAL ACCEPTANCE BY THE CITY.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE VEGETATION BARRICADES AND EROSION CONTROL STRUCTURES AND MEASURES IN PLACE PRIOR TO THE COMMENCEMENT OF ANY EARTHWORK, INCLUDING PRELIMINARY GRUBBING. THESE MEASURES INCLUDE, BUT ARE NOT LIMITED TO, TEMPORARY CONSTRUCTION FENCES, SYNTHETIC JUTE BALES, WATTLES, &/OR HAVE BEST MANAGEMENT PRACTICES (BMP'S) AS REQUIRED, SILT FENCES, AND FLOATING TURBIDITY BARRIERS. FURTHER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL EROSION CONTROL DEVICES THROUGHOUT THE DURATION OF THE ENTIRE PROJECT. MAINTENANCE SHALL INCLUDE PERIODIC INSPECTION AND REMOVAL OF DEBRIS ABUTTING EROSION CONTROL DEVICES.
5. PRIOR TO THE INSTALLATION OF ANY FILL MATERIALS ON SUBJECT SITE, SILT FENCES SHALL BE INSTALLED (1) ALONG SUBJECT SITE BOUNDARY AND PROPERTY LINES, (2) AT THE EDGE OF CONSERVATION EASEMENTS AND WETLANDS, (3) ADJACENT TO NATURAL LANDSCAPE BUFFERS, (4) AROUND THE PERIMETER OF EXISTING STORM WATER TREATMENT FACILITIES, AND (5) AT ANY ADDITIONAL AREAS THAT THE CITY DEEMS NECESSARY TO BE PROTECTED FROM POTENTIAL EROSION IMPACTS DURING CONSTRUCTION. THESE CONDITIONS SHALL APPLY IN ALL INSTANCES WHERE FILL MATERIAL IS BEING INSTALLED WITHIN 25 FEET OF ANY OF THE AFOREMENTIONED LOCATIONS. WHILE THESE ITEMS REPRESENT THE MINIMUM REQUIREMENTS, THE CITY RESERVES THE RIGHT TO IMPOSE ADDITIONAL PROTECTIVE MEASURES, AS DETERMINED DURING ACTUAL SITE VISITS CONDUCTED AS PART OF THE STANDARD REVIEW OF THE SITE-SPECIFIC ABC CLEARING PERMIT APPLICATION AND THROUGHOUT PROJECT CONSTRUCTION.
6. WHERE FILL MATERIAL IS INTENDED TO BE INSTALLED ADJACENT TO EXISTING VEGETATION WHICH IS INTENDED TO REMAIN NATURAL, THE CONTRACTOR MAY INSTALL SILT FENCING AS A TREE PROTECTION MEASURE, IN LIEU OF INSTALLING EITHER WOOD BRACING OR ORANGE MESH FENCING. THIS PRACTICE IS ENCOURAGED BY THE CITY. IF THE SILT FENCE FAILS TO PROVIDE ADEQUATE PROTECTION FROM IMPACT DUE TO CONSTRUCTION, THEN ADDITIONAL CONSTRUCTION FENCING OR WOOD BRACING SHALL BE REQUIRED.
7. AT A MINIMUM, THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. SUFFICIENT GRASS COVERAGE IS TO BE ESTABLISHED WITHIN THIRTY DAYS.
8. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGH SCHEDULING, TO MINIMIZE THE DISTURBANCE OF SITE AREAS THAT HAVE BEEN BROUGHT TO THEIR PROPOSED FINAL GRADE. WITHIN TWENTY DAYS OF BRINGING A SUBJECT AREA TO ITS FINAL GRADE, THE CONTRACTOR SHALL INSTALL SEED AND MULCH OR SOD, AS REQUIRED.

HOLLY HILL FLORIDA	CITY OF HOLLY HILL, FLORIDA STANDARD CONSTRUCTION DETAILS CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES	DATE 02/2020	DETAIL NUMBER RD-21.1

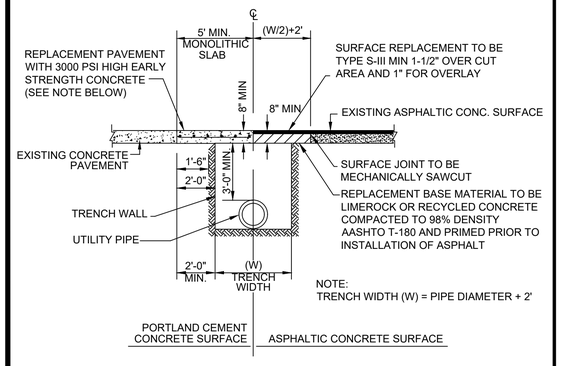
CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES (2 OF 2)

9. FOR INDIVIDUAL CONSTRUCTION PROJECTS INVOLVING MULTIPLE PHASES, UPON COMPLETION OF EACH PHASE OF THE PROJECT, SEEDING AND MULCHING AND OR/ SODDING IS TO BE PERFORMED PRIOR TO COMMENCING THE NEXT PHASE OF CONSTRUCTION.
10. ONCE AN AREA IS SEEDED OR SODDED, IT MUST BE MAINTAINED BY THE CONTRACTOR TO ALLOW THE GRASS TO BECOME ESTABLISHED.
11. ANY BURNING OF CLEARED MATERIALS MUST BE INSPECTED AND PERMITTED ON A DAILY BASIS. CONTACT THE FIRE CHIEF AT 248-9473 PRIOR TO EACH DAY OF DESIRED BURNING.
12. ABSOLUTELY NO BURYING OF CLEARED MATERIALS IS PERMITTED.
13. THE REMOVAL OF ALL VEGETATION AND TOPSOIL ON THE FUTURE ROADWAY, PARKING AND BUILDING LOT AREAS IS REQUIRED TO BE COMPLETED PRIOR TO THE PLACEMENT OF FILL ON THOSE AREAS. THE TOPSOIL MAY BE TEMPORARILY STOCKPILED AND USED AS TOPSOIL OVER OVER PROPOSED GREEN AREAS SUCH AS PLANT BEDS, SODDED AREAS, AND WHERE TREES ARE TO BE INSTALLED OR RELOCATED.
14. A SIGNED, DATED, AND SEALED LETTER FROM A SOILS ENGINEER OR THE ENGINEER OF RECORD CERTIFYING THAT THE AREAS TO BE FILLED HAVE BEEN STRIPPED OF ORGANIC MATERIALS, MUST BE SUBMITTED TO THE CITY PRIOR TO FILLING.
15. FILL MATERIAL IS TO BE PLACED IN ONE FOOT LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY (98% FOR PAVED AREAS AND 95% FOR BUILDING PADS AND ALL OTHER AREAS AS PER AASHTO T-180).
16. DURING SUBDIVISION DEVELOPMENT WHEN FUTURE BUILDING LOTS ARE FILLED AS PART OF THE OVERALL SUBDIVISION IMPROVEMENTS, COMPACTION TEST REPORTS MUST BE PERFORMED ON THE BUILDING LOTS AT 300 FOOT INTERVALS. THESE TESTS ARE TO BE PERFORMED IN ONE-FOOT VERTICAL INCREMENTS. THE RESULTS OF THESE TESTS ARE TO BE SUBMITTED TO THE CITY UPON COMPLETION OF THE TESTS.
17. IF ANY MUCK MATERIAL IS DISCOVERED, IT SHALL BE REQUIRED TO BE REMOVED AND REPLACED WITH A SUITABLE MATERIAL THAT IS PROPERLY BACKFILLED, COMPACTED AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
18. STOCKPILING IS NOT GENERALLY PERMITTED BY THE CITY. WHEN ALLOWED, STOCKPILES SHALL NOT EXCEED SIX FEET IN HEIGHT MEASURED FROM THE ORIGINAL GRADE. AT A MINIMUM, STOCK PILES THAT WILL REMAIN IN PLACE IN EXCESS OF TWENTY DAYS SHOULD BE SEEDED AND MULCHED IMMEDIATELY UPON PLACEMENT OF THE FINAL LIFT.
19. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES. ADEQUATE WATERING METHODS SHOULD BE EMPLOYED TO ALLOW DAILY COVERAGE OF THE ENTIRE LIMITS OF ALL AREAS THAT DO NOT HAVE AN ESTABLISHED VEGETATIVE COVER. METHODS TO BE EMPLOYED INCLUDE, BUT ARE NOT LIMITED TO, WATER TRUCKS, PERMANENT IRRIGATION SYSTEMS, TEMPORARY SPRINKLER SYSTEMS OPERATED BY PUMPING UNITS CONNECTED TO WET RETENTION PONDS, WATER CANNONS, TEMPORARY IRRIGATION SYSTEMS MOUNTED ATOP STOCKPILE AREAS, AND OTHER METHODS AS DEEMED NECESSARY BY THE CITY.
20. ALL FILL MATERIALS LOCATED BENEATH STRUCTURES AND PAVEMENT SHALL CONSIST OF CLEAN GRANULAR SAND FREE FROM ORGANICS AND SIMILAR MATERIAL THAT COULD DECOMPOSE.
21. ALL FILL TO BE PLACED IN LANDSCAPED AREAS SHALL HAVE A Ph RANGE BETWEEN 5.5 AND 7.5, BE ORGANIC IN NATURE, FREE OF ROCKS AND DEBRIS, OR MATCH NATIVE EXISTING SOILS.

HOLLY HILL FLORIDA	CITY OF HOLLY HILL, FLORIDA STANDARD CONSTRUCTION DETAILS CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES	DATE 02/2020	DETAIL NUMBER RD-21.2



HOLLY HILL FLORIDA	CITY OF HOLLY HILL, FLORIDA STANDARD CONSTRUCTION DETAILS STORM INLET APRON	DATE 02/2020	DETAIL NUMBER ST-1



NOTES:

1. PAVING REPLACEMENT SHALL INCLUDE RAISING ALL MANHOLE FRAMES AND LIDS AND VALVE BOXES AND LIDS (AND SIMILAR APPURTENANCES) TO FINAL ELEVATION PRIOR TO RESURFACING.
2. SUBBASE TO BE COMPACTED TO 98% MAXIMUM DENSITY AASHTO T-180.
3. IN AREAS WHERE CONCRETE PAVEMENT IS TO BE UTILIZED, 3000 PSI - 28 DAY STRENGTH CONCRETE PAVEMENT MAY BE PERMITTED PROVIDED THAT THE SUBJECT AREA WILL REMAIN FREE OF VEHICULAR TRAFFIC FOR A MINIMUM OF 3 DAYS.

HOLLY HILL FLORIDA	CITY OF HOLLY HILL, FLORIDA STANDARD CONSTRUCTION DETAILS PAVEMENT TRENCH RESTORATION	DATE 02/2020	DETAIL NUMBER ST-3

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HOLLY HILL FLORIDA

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CITY OF HOLLY HILL TIDAL BACKFLOW PREVENTERS

RIVERSIDE DRIVE
HOLLY HILL, FL

ISSUED
06/2022 BID SET

NOT FOR CONSTRUCTION

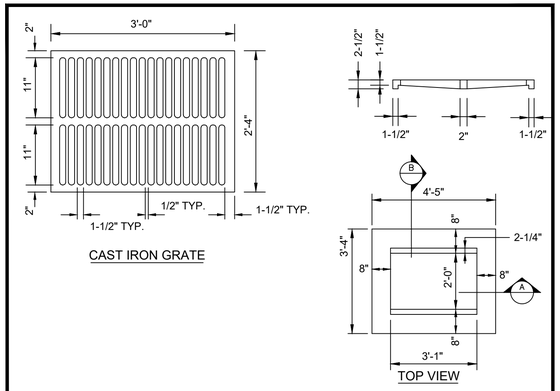
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DATE: JUNE 2022
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CHECKED BY: AMG
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SHEET CONTENTS
STD DETAILS 1

SHEET NO.
C-501

Attachment: Exhibit C - BID PLAN SET - HH BACKFLOW PREVENTERS JULY 2024 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

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CAST IRON GRATE

TOP VIEW

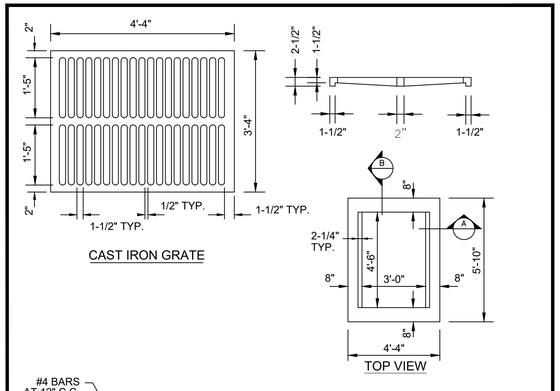
SECTION -B-

SECTION -A-

NOTE:
1. 6" THICK WALLS MAY BE PERMITTED, PROVIDING THAT THE INCREASED REINFORCEMENT IN ACCORDANCE WITH FDOT STANDARD PLANS (LATEST EDITION) IS INSTALLED. THIS MUST BE REFLECTED ON THE DESIGN PLANS, SHOP DRAWINGS, AND AS-BUILTS.

FDOT TYPE "C" INLET

	CITY OF HOLLY HILL, FLORIDA STANDARD CONSTRUCTION DETAILS	DATE 02/2020
HOLLY HILL FLORIDA	TYPE "C" STORM INLET	DETAIL NUMBER ST-9



CAST IRON GRATE

TOP VIEW

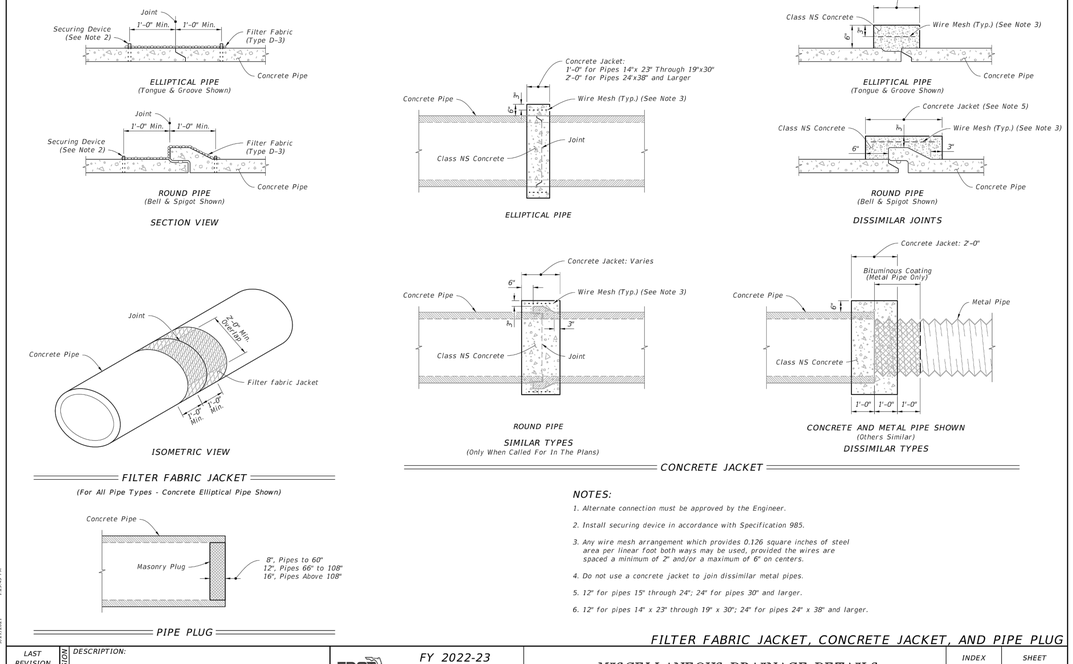
SECTION -B-

SECTION -A-

NOTE:
1. 6" THICK WALLS MAY BE PERMITTED, PROVIDING THAT THE INCREASED REINFORCEMENT IN ACCORDANCE WITH FDOT STANDARD PLANS (LATEST EDITION) IS INSTALLED. THIS MUST BE REFLECTED ON THE DESIGN PLANS, SHOP DRAWINGS, AND AS-BUILTS.

FDOT TYPE "E" INLET

	CITY OF HOLLY HILL, FLORIDA STANDARD CONSTRUCTION DETAILS	DATE 02/2020
HOLLY HILL FLORIDA	FDOT TYPE "E" INLET	DETAIL NUMBER ST-10



NOTES:
1. Alternate connection must be approved by the Engineer.
2. Install securing device in accordance with Specification 985.
3. Any wire mesh arrangement which provides 0.126 square inches of steel area per linear foot both ways may be used, provided the wires are spaced a minimum of 2" and/or a maximum of 6" on centers.
4. Do not use a concrete jacket to join dissimilar metal pipes.
5. 12" for pipes 15" through 24"; 24" for pipes 30" and larger.
6. 12" for pipes 14" x 23" through 19" x 30"; 24" for pipes 24" x 38" and larger.

FILTER FABRIC JACKET, CONCRETE JACKET, AND PIPE PLUG

LAST REVISION 11/01/20	DESCRIPTION:	FDOT FY 2022-23 STANDARD PLANS	MISCELLANEOUS DRAINAGE DETAILS	INDEX 430-001	SHEET 3 of 7

INSTALLATION WITH MOUNTING TABS AND RUBBER SEAL

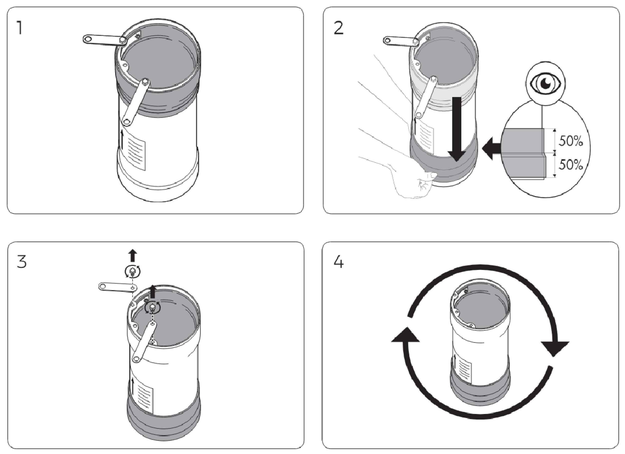
The rubber seal should be positioned halfway up the collar of the valve body, creating a step (diameter increase). When inserting the WaStop it should seal against the edge of the concrete pipe, see fig 4.

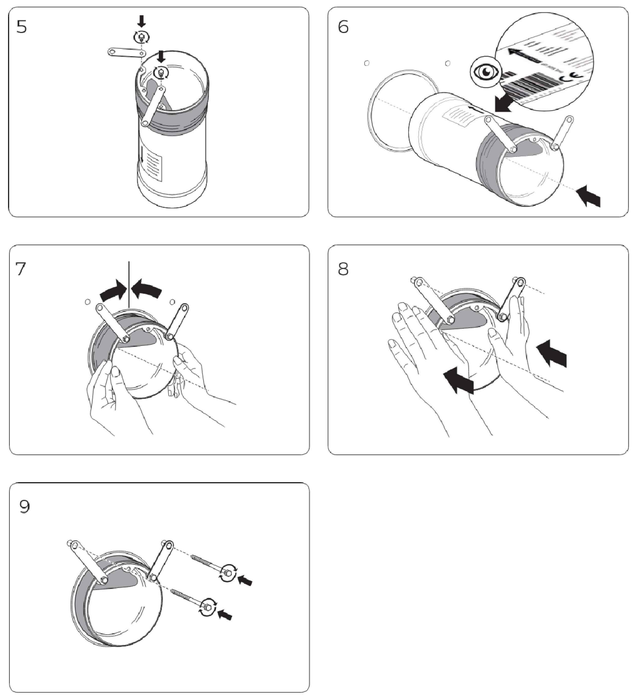
The mounting tabs are bolted to the concrete structure surrounding the host pipe, such as a wing wall or concrete chamber using the appropriate size fasteners.

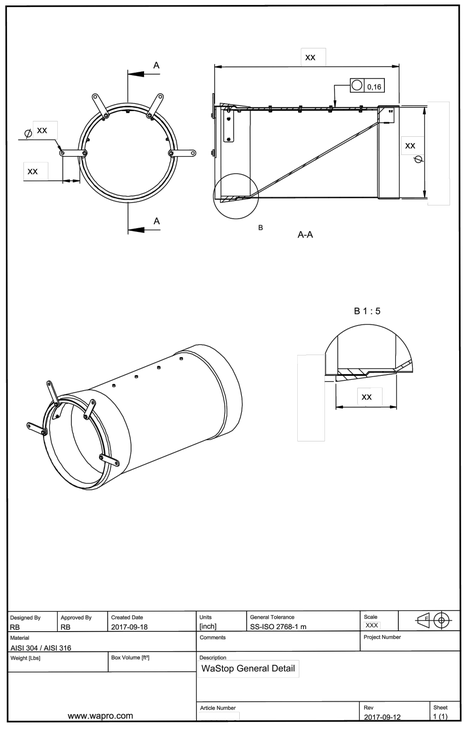
In case of cracks or out of round pipes, there might be a need for additional sealant according to section 'Sealants' (page 4).

In the case of a protruding host pipe with no headwall, the mounting tabs can be bent back onto the pipe. In some cases, custom-made tabs may be required to be able to bolt the mounting tabs into the concrete pipe instead of a wall. Contact your Wapro representative for more information.

INLET INSTALLATION STAINLESS STEEL (OUTLET FROM CHAMBER)







Mead & Hunt
Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730

HOLLY HILL FLORIDA

These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless and defended from all claims, damages, liabilities, losses, and expenses, including attorneys' fees and costs, arising out of such misuse or reuse of the documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

CITY OF HOLLY HILL TIDAL BACKFLOW PREVENTERS

RIVERSIDE DRIVE
HOLLY HILL, FL

ISSUED
06/2022 BID SET

NOT FOR CONSTRUCTION

M&H NO.: 1000710-210791.01
DATE: JUNE 2022
DESIGNED BY: AMG
DRAWN BY: MDG
CHECKED BY: AMG
DO NOT SCALE DRAWINGS

SHEET CONTENTS
STD DETAILS 2

SHEET NO.
C-502

Attachment: Exhibit C - BID PLAN SET - HH BACKFLOW PREVENTERS JULY 2024 (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

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6/20/2022 2:05:20 PM

Mead & Hunt

September 4, 2024

Antoine Khoury, PE
City Engineer/Public Works Director
City of Holly Hill
453 LPGA Blvd
Holly Hill, FL 32117

Email: akhoury@hollyhillfl.org

RE: TIDAL BACKFLOW PREVENTERS
BID NO. 24-SW-01

Dear Mr. Khoury,

The City received one (1) bid on the above referenced project on August 27, 2024, from All State Civil Construction, Inc. of Daytona Beach, Florida with a bid totaling $615,960.00 (bid tabulation attached). Our most recent engineer's construction cost estimate of $500K was prepared in 2022. All State's bid amount does not appear out of the ordinary based on current market conditions and escalations since 2022.

We have checked their bid for conformance, and they supplied all the required documentation. All State has an active State Certified General contracting license in good standing with no active complaints.

Neither the City nor our firm has had experience with All State. We have contacted the three (3) references they provided in their bid documents and three (3) responded and provided feedback that All State performed well on their projects, and they would consider contracting with All State again.

Therefore, we recommend that the bid be awarded to All State Civil Construction, Inc. in the amount of $615,960.00.

Do not hesitate to contact the office if you have questions.

Sincerely,

David King, P.E.
Vice President

DAK:bf
Attachment: Bid Tabulation

Attachment: Exhibit D - Engineers Recommendation of Award Final (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

CITY OF HOLLY HILL
BID TABULATION
TIDAL BACKFLOW PREVENTERS
ITB NO. 24-SW-01

ITEM NO.	DESCRIPTION	QTY	UNIT	ALL STATE CIVIL CONSTRUCTION, INC. Daytona Beach, FL UNIT COST	TOTAL
A.	***PRELIMINARY ITEMS***				
1	Mobilization	1	LS	$56,500.00	56,500.0
2	Erosion and Sediment Control	1	LS	$ 4,000.00	4,000.0
3	Preconstruction Video	1	LS	$ 4,500.00	4,500.0
4	Field Locate and Expose Existing Utilities	1	LS	$ 17,500.00	17,500.0
B.	***FURNISH AND INSTALL BACKFLOW PREVENTORS***				
1	7th STREET LOCATION				
	a) Install blockage in pipe to prevent backflow	1	LS	$ 4,850.00	4,850.0
	b) Remove 8 feet of existing 18" RCP	1	LS	$ 2,500.00	2,500.0
	c) Install 8 LF 18" RCP pipe with backflow preventer	1	LS	$ 39,500.00	39,500.0
	d) Restore area	1	LS	$ 3,500.00	3,500.0
2	NORTH OF PARK ENTRANCE				
	a) Install blockage in pipe to prevent backflow	1	LS	$ 3,685.00	3,685.0
	b) Remove 8 feet of existing 12" RCP	1	LS	$ 3,000.00	3,000.0
	c) Install 8 LF 12" RCP pipe with backflow preventer	1	LS	$ 29,650.00	29,650.0
	d) Restore area	1	LS	$ 3,950.00	3,950.0
3	558 RIVERSIDE DRIVE -10"				
	a) Install blockage in pipe to prevent backflow	1	LS	$ 3,950.00	3,950.0
	b) Remove existing inlet, apron and 8 LF of 10" RCP	1	LS	$ 3,000.00	3,000.0
	c) Install new inlet, 10" HDPE pipe with backflow preventer and a	1	LS	$ 48,500.00	48,500.0
	d) Restore area	1	LS	$ 5,000.00	5,000.0
4	538 RIVERSIDE DRIVE - 18"				
	a) Install blockage in pipe to prevent backflow	1	LS	$ 4,250.00	4,250.0
	b) Remove existing inlet, and 8 LF of 18" RCP	1	LS	$ 3,000.00	3,000.0
	c) Install new inlet, 18" RCP pipe with backflow preventer	1	LS	$ 39,750.00	39,750.0
	d) Restore area	1	LS	$ 6,850.00	6,850.0
5	520 RIVERSIDE DRIVE- 12"				
	a) Install blockage in pipe to prevent backflow	1	LS	$ 4,250.00	4,250.0
	b) Remove existing inlet and 8 LF of 12" RCP	1	LS	$ 3,000.00	3,000.0
	c) Install new structure and 12" RCP pipe with backflow preventer	1	LS	$ 31,000.00	31,000.0
	d) Restore area	1	LS	$ 3,500.00	3,500.0
6	5TH STREET LOCATION				
	a) Install blockage in pipe to prevent backflow	1	LS	$ 3,500.00	3,500.0
	b) Remove 8 LF of existing 18" RCP	1	LS	$ 3,000.00	3,000.0
	c) Install 8 LF 18" HDPE pipe with backflow preventer	1	LS	$ 34,850.00	34,850.0
	d) Restore area	1	LS	$ 2,850.00	2,850.0

Attachment: Exhibit D - Engineers Recommendation of Award Final (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

CITY OF HOLLY HILL
BID TABULATION
TIDAL BACKFLOW PREVENTERS
ITB NO. 24-SW-01

				ALL STATE CIVIL CONSTRUCTION, INC. Daytona Beach, FL	
7	3rd STREET LOCATION				
	a) Install plug in 42" pipe	1	LS	$ 4,850.00	4,850.0
	b) Remove existing 6-ft dia manhole, inlet and 8LF 42" RCP	1	LS	$ 3,000.00	3,000.0
	c) Furnish and Install new MH, inlet and 42" Backflow Preventer	1	LS	$121,000.00	121,000.0
	d) Restore area	1	LS	$ 3,575.00	3,575.0
8	2nd STREET LOCATION				
	a) Install plug in 42" pipe	1	LS	$ 8,450.00	8,450.0
	b) Remove 8LF 42" RCP	1	LS	$ 3,000.00	3,000.0
	c) Furnish and Install 8LF 42" RCP and 42" Backflow Preventor	1	LS	$ 75,000.00	75,000.0
	d) Restore area	1	LS	$ 3,500.00	3,500.0
C.	***GENERAL***				
1	Compliance with Florida "Trench Safety Act"	1	LS	$ 8,450.00	8,450.0
2	Unsuitable Material Excavation	1	CY	$ 750.00	750.0
3	Crushed Rock or Shell Trench Subgrade Material	1	CY	$ 750.00	750.0
4	Rock Excavation	1	CY	$ 750.00	750.0
5	As-Built Plans	1	LS	$ 9,500.00	9,500.0
				BASE BID TOTAL	***$615,960.0***

Attachment: Exhibit D - Engineers Recommendation of Award Final (2024-R-68 : Tidal Backflow Preventers Recommendation of Award)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **September 24, 2024**
FROM: **Michele Moore**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, to Approve the Auction of Items Identified to be Surplused According to Purchasing Policy Section 13.2; Providing for Severability; Providing for an Effective Date.**
NUMBER: **2024-R-69**
APPLICANT:
PLANNER:

DISCUSSION:

The fixed assets in the attached list have been identified as being surplus property available for disposition as defined in Chapter 13.2 Disposition of Surplus Property of the City's Purchasing Policy, originally adopted by resolution 2018-R-30 on May 8, 2018 and amended by resolution 2022-R-17 on March 8, 2022.

FISCAL ANALYSIS:

There will be no proceeds from the disposition of this item.

STAFF RECOMMENDATION:

Staff recommends that the City Commission declare the equipment identified in the attached document as surplus and authorize the disposal of the surplus equipment through methods such as auction via Manheim Auctions or GovDeals, scrap via Holly Hill Salvage & Junk, donation, or trade-in as determined appropriate.

COMMISSION GOAL:

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

MOTION:

Authorize the City Manager to dispose of the attached list of surplus equipment.

ATTACHMENTS:

- Attachment A Disposal Request Form 09242024 (PDF)
- Exhibit B - Purchasing Policy Section 13.2 (PDF)

Resolution No. 2024-69

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, TO APPROVE THE AUCTION OF ITEMS IDENTIFIED TO BE SURPLUSED ACCORDING TO PURCHASING POLICY SECTION 13.2; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

CITY OF HOLLY HILL, FLORIDA, TO APPROVE THE DISPOSAL OF ITEMS IDENTIFIED TO BE SURPLUSED ACCORDING TO PURCHASING POLICY SECTION 13.2; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the IT Department has identified twenty four (24) items that are no longer in use or has been replaced for a total value of $19,982.47.

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

SECTION 1. That the City Commission does hereby declare the items identified as surplus and authorize the disposal of the surplus equipment via donation, to the City of Daytona Beach Fire Department.

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 24th day of SEPTEMBER, 2024.

Disposal Request Form

DATE: 9/24/2024

Item #	Asset #	Tag #	Asset Type Description / Model	Manufacturer	Model	Serial Number	Service #	Date of Purchase	Purchase Cost	Book Value	Location	Disposal Method
1	2015000122		Falcon Rapid ID Edge Reader			BC2u58404		6/19/2015	$2,089.00	$365.53	IT	Surplus
2	2015000123		Falcon Rapid ID Edge Reader			BC2u58630		6/19/2015	$2,089.00	$365.53	IT	Surplus
3	2015000124		Falcon Rapid ID Edge Reader			BC2u58234		6/19/2015	$2,089.00	$365.53	IT	Surplus
4	2015000125		Falcon Rapid ID Edge Reader			BC2u58621		6/19/2015	$2,089.00	$365.53	IT	Surplus
5		2023000080	HP PC			8CG7165SFH			$0.00	$0.00	IT	Surplus
6		2012000011	HP PC			2UA2090WL4			$0.00	$0.00	IT	Surplus
7		2023000069	HP PC			2UA60216MN			$0.00	$0.00	IT	Surplus
8		2023000022	HP PC			2UA60216NQ			$0.00	$0.00	IT	Surplus
9		2023000023	HP PC			2UA60216N3			$0.00	$0.00	IT	Surplus
10		2023000040	HP PC			2UA60216PQ			$0.00	$0.00	IT	Surplus
11		2023000083	HP PC			8CG7165OT6			$0.00	$0.00	IT	Surplus
12		2023000148	HP PC			8CG7391B78			$0.00	$0.00	IT	Surplus
									$8,356.00			

City Manager Signature/Date

Joseph A. Forte

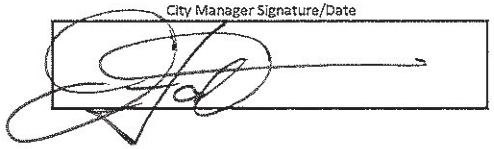
Attachment: Attachment A Disposal Request Form 09242024 (2024-R-69 : Disposal of Fixed Asset - IT)

Disposal Request Form

DATE: 9/24/2024

Item #	Asset #	Tag #	Asset Type Description / Model	Manufacturer	Model	Serial Number	Service #	Date of Purchase	Purchase Cost	Book Value	Location	Disposal Method
1	2020000134		COMP20 JBT & Associates HP Elitebook 850 G6 w/UltraSlim Dock 2013 & 8 GB Memory			5CG0131RM7		6/4/2020	$1,720.62	$599.62	IT	Surplus
2	2020000133		COMP20 JBT & Associates HP Z2 ICore 9700 Workstation with 8 GB upgrade					4/16/2020	$1,868.13	$605.32	IT	Surplus
3	2017000091		HP M605 Printer & 3yr Warranty					2/28/2017	$1,051.70	$0.00	IT	Surplus
4	2015000019		HP ELITE DESK 800 DESKTOP COMPUTER					10/14/2014	$879.00	$0.00	IT	Surplus
5	2015000009		HP ELITE DESK 800 DESKTOP COMPUTER					10/14/2014	$879.00	$0.00	IT	Surplus
6	2015000001		HP ELITE BOOK 850 LAPTOP WITH DOCKING STATION AND 4GB ADDITIONAL MEMORY					10/14/2014	$1,172.00	$0.00	IT	Surplus
7	2014000224		HP ELITEDESK 800					6/30/2014	$965.00	$0.00	IT	Surplus
8	2012000024		XL504AV HP COMPAQ 6200 PRO COMPUTER					1/25/2012	$867.01	$0.00	IT	Surplus
9	2012000023		XL504AV HP COMPAQ 6200 PRO COMPUTER					1/25/2012	$867.01	$0.00	IT	Surplus
10	2012000010		HP COMPAQ 8200 ULTRA-SLIM BUSINESS PC					1/20/2012	$570.00	$0.00	IT	Surplus
11	2007000206		60 HP Toshiba Model B0602FLG3UMW01					5/3/2007	$787.00	$358.19	IT	Surplus
									$11,626.47			

City Manager Signature/Date



Attachment: Attachment A Disposal Request Form 09242024 (2024-R-69 : Disposal of Fixed Asset - IT)

POLICY 12.4 PERSONAL USE OF GOVERNMENT CONTRACTS OR PRICING

If a vendor offers bid prices to all government officials and employees, the City's officials and employees may avail themselves of such. However, the product must be ordered and paid for by the official or employee directly to the vendor.

CHAPTER 13 - CAPITAL ASSET

Capital asset control entails tracking, compiling and maintaining an inventory of capital assets to control losses due to negligence or theft, to provide a basis for insurance claims and identify surpluses. Capital asset records are set up to comply with Florida Statute 274.

POLICY 13.1 CAPITAL ASSET TRACKING

Capital assets are tangible items (e.g. land, buildings, building improvements, vehicles, machinery, equipment and infrastructure) or intangible items (e.g. easements, water rights) with original cost or value of $5,000 or more (Higher thresholds depending on type of assets), with an estimated useful life of one (1) to five (5) years following the date of acquisition. Capitalization thresholds are to be applied to individual items rather than groups of similar items (e.g. desks and tables), unless the effect of doing so would be to eliminate a significant portion of total capital assets. Additional Finance Department Capital Asset Policies are available for additional thresholds and requirements.

POLICY 13.2 DISPOSITION OF SURPLUS PROPERTY

Disposition of surplus property shall be in accordance with Section 166 of Florida Statute. Each Department/Department must report its surplus or obsolete property, equipment, or supplies to the Finance Department. Once this is approved as surplus by the Finance Department shall be held until surplused. The Department shall provide a "Property Disposition Form" which shall include - all property/equipment declared surplus or obsolete and the requested method of disposition as mandated by "Florida Law". (F.S. 274.03)

The Finance Department has the discretion to classify any City property/equipment as surplus that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function and is not otherwise lawfully disposed of per the City Charter or Ordinance. Qualifying property/equipment may be disposed of for value without bids to any governmental unit or if the property is without commercial value it may be donated, destroyed, or abandoned. (F.S. 274.06) Property valued to be under $5,000, may be disposed of in the most efficient and cost-effective means as determined by the Finance Department. Any sale of property the value of which is estimated to be $5,000 or more shall be sold only to the highest responsible bidder or by public auction. (F.S. 274.06).

All Property/equipment valued at $ 25,000 and above shall be approved by the City Commission and sold at public auction.

Attachment: Exhibit B - Purchasing Policy Section 13.2 (2024-R-69 : Disposal of Fixed Asset - IT)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **September 24, 2024**
FROM: **Michele Moore**
SUBJECT: **Package Insurance Policy Renewal for FY2025**
NUMBER: **(ID # 4620)**
APPLICANT:
PLANNER:

DISCUSSION:

The City's agent, Brown & Brown, solicited renewals of all lines of coverage from our carrier Preferred Governmental Insurance Trust. This item updates the Commission on the City of Holly Hill's property, liability, automobile, workers compensation, public official's, and AD&D insurance renewal premiums as solicited by our broker. The total annual cost is $627,510 which is an increase of $23,849 over last year's cost of $603,661. This is a 3.95% increase.

FISCAL ANALYSIS:

These premiums have been budgeted as part of the Fiscal Year 2024-2025 budget.

STAFF RECOMMENDATION:

Staff recommends approval of all lines of coverage from our carrier.

COMMISSION GOAL:

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

MOTION:

MOTION TO APPROVE ALL LINES OF INSURANCE COVERAGE FROM THE CITY'S INSURANCE CARRIER PREFERRED GOVERNMENTAL INSURANCE TRUST AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE ALL REQUIRED COVERAGE DOCUMENTS.

- 2024 Holly Hill Renewal Worksheet (1) (PDF)

2024 Renewal Insurance Estimate - City of Holly Hill

Brown & Brown INSURANCE

Coverage	*Expiring 2023*	*Proposed 2024*	*Percentage of Change*
Property	$ 311,392	$ 312,471	0%
Inland Marine	$ 5,634	$ 3,472	-38%
Crime	$ 1,267	$ 1,267	0%
General Liability	$ 39,418	$ 44,088	12%
Cyber Liability	$ 6,045	$ 6,649	10%
Law Enforcement Liability	$ 29,709	$ 29,712	0%
Public Officials & EPLI	$ 28,992	$ 31,357	8%
Auto Liability	$ 24,084	$ 25,775	7%
Auto Physical Damage	$ 15,395	$ 19,508	27%
Crime LEO Pension	$ 3,450	$ 3,450	0%
Workers' Compensation	$ 136,830	$ 148,316	8%
AD&D	$ 1,445	$ 1,445	0%
TOTAL	***$ 603,661***	***$ 627,510***	***3.95%***

Property	*Limits*	*Rate*	*Limits*	*Rate*
Total TIV	**$ 57,810,495**	$ 0.5386	**$ 57,755,595**	$ 0.5410
Building & Contents TIV - Blanketed	$ 57,810,495		$ 57,755,595	
Flood Limit Per Occurrence & Aggregate	$ 5,000,000		$ 5,000,000	
Earth Movement Limit Per Occurrence & Aggregate	$ 5,000,000		$ 5,000,000	
Terrorism	$ 5,000,000		$ 5,000,000	
Equipment Breakdown	$ 57,810,495		$ 57,810,495	

Attachment: 2024 Holly Hill Renewal Worksheet (1) (4620 : Package Insurance Policy for FY 2025)

Named Windstom	5% / $35,000 Minimum	5% / $35,000 Minimum
Flood Any One Occurrence	$ 2,500	$ 2,500
All Other Perils Per Occurrence	$ 2,500	$ 2,500
Accounts Receivable	$ 500,000	$ 500,000
Additional Expense	$ 1,000,000	$ 1,000,000
Animals - Annual Aggregate	$ 5,000	$ 5,000
Business Income	$ 1,000,000	$ 1,000,000
Buildings Under Construction	If Shown on Property Schedule	If Shown on Property Schedule
Debris Removal Per Occurrence (Whichever is Greater)	$250,000/25% of Loss	$250,000/25% of Loss
Demolition, Ordinance and Increased Cost of Construction	$ 500,000	$ 500,000
Errors & Ommissions	$ 250,000	$ 250,000
Fungus Cleanup Expense - Annual Aggregate	$ 50,000	$ 50,000
Lawns, Plants, Trees and Shrubs	$ 25,000	$ 25,000
Personal Property of Employees	$ 50,000	$ 50,000
Pollution Cleanup Expense - Annual Aggregate	$ 50,000	$ 50,000
Preservation of Property	$ 250,000	$ 250,000
Professional Fees	$ 20,000	$ 20,000
Property at Miscellaneous Unnamed Locations	$ 150,000	$ 150,000
Service Interruption Coverage	$ 100,000	$ 100,000
Transit	$ 250,000	$ 250,000

Inland Marine		***Rate***		***Rate***
Total All Inland Marine	***$ 1,366,368***	***$ 0.4123***	***$ 1,515,902***	***$ 0.2290***
Blanket Unscheduled Inland Marine	$ 1,033,570		$ 1,033,570	
Scheduled Inland Marine	$ 332,798		$ 482,332	31%

Attachment: 2024 Holly Hill Renewal Worksheet (1) (4620 : Package Insurance Policy for FY 2025)

Deductible - Named Storm	3% / $15,000 Minimum	3% / $15,000 Minimum	
Deductible - Per Occurrence	$ 1,000	$ 1,000	
Crime			
Employee Dishonesty - Blanket Form	$ 500,000	$ 500,000	
Forgery Alteration	$ 500,000	$ 500,000	
Theft, Disappearance and Destruction - Inside	$ 500,000	$ 500,000	
Theft, Disappearance and Destruction - Outside	$ 500,000	$ 500,000	
Computer Fraud Including Funds Transfer Fraud	$ 500,000	$ 500,000	
Deductible - Each Coverage	$ 1,000	$ 1,000	
General Liability: Occurrence Form			
General Aggregate	Not Applicable	Not Applicable	
Bodily Injury and Property Damage - Each Occurrence	$ 1,000,000	$ 1,000,000	
Products/Comp Ops Aggregate	Included	Included	
Personal and Advertising Limit	Included	Included	
Damage to Premises Rented to You	Included	Included	
Medical Expense	$ 2,500	$ 2,500	
Bert J Harris Jr. Private Property Rights Protection Act	$ 300,000	$ 300,000	
Herbicide & Pesticide Aggregate	$ 1,000,000	$ 1,000,000	
Employee Benefits Liability: Occurrence Form			
Each Occurrence	$ 1,000,000	$ 1,000,000	
Deductible	***NIL***	***NIL***	
Classifications	***Exposure***	***Exposure***	***Exposure Change***
Payroll (Excluding Police)	$ 5,323,730	$ 5,670,899	6%
Law Enforcement Liability: Occurrence Form			

Attachment: 2024 Holly Hill Renewal Worksheet (1) (4620 : Package Insurance Policy for FY 2025)

Per Person	$ 1,000,000	$ 1,000,000
Per Occurrence	$ 1,000,000	$ 1,000,000
Aggregate	Not Applicable	Not Applicable
Classifications	***Exposure***	***Exposure***
Full Time Officers	26	26

Defense costs are outside the limits; does not erode the limit for general liability, law enforcement liability

Deadly Weapon Protection Coverage: Claims Made		
Each Event	$ 1,000,000	$ 1,000,000
*Business Interruption Per Event	Included	Included
*Demolition, Clearance and Memorialization Per Event	$ 250,000	$ 250,000
*Extra Expense Per Event	$ 250,000	$ 250,000
*Crisis Management Per Event	Included	Included
*Property Damage Extension Per Event	$ 250,000	$ 250,000
*Counseling Services Per Event	$ 250,000	$ 250,000
*Funeral Expenses Per Event	$ 250,000	$ 250,000
*Claims Expenses Per Event	Included	Included
Crisis Response Team Services	24 Hours	24 Hours
Retroactive Date	***10/1/2019***	***10/1/2019***

Public Officials Liability: Occurrence Form		
Each Claim and Annual Aggregate	$ 1,000,000	$ 1,000,000
Deductible: Per Wrongful Act	***NIL***	***NIL***
Pre-Termination		
Per Employee	$2,500	$2,500
Annual Aggregate	$5,000	$5,000
Non-Monetary - Defense and Claims Expense Aggregate	$ 100,000	$ 100,000

Attachment: 2024 Holly Hill Renewal Worksheet (1) (4620 : Package Insurance Policy for FY 2025)

Key Individual Replacement Expenses	$	25,000	$	25,000
Emergency Travel Expenses	$	5,000	$	5,000
Identity Theft Expenses	$	5,000	$	5,000
Classifications		***Exposure***		***Exposure***
Payroll (Excluding Police)	$	7,048,758	$	7,413,840

Employment Practices Liability: Claims Made w/Duty to D				
Each Claim and Annual Aggregate	$	1,000,000	$	1,000,000
Retroactive Date		***NIL***		***NIL***
Deductible: Per Wrongful Act		***NIL***		***NIL***
Classifications		***Exposure***		***Exposure***
Payroll	$	6,455,584	$	6,455,584
Full Time Employees		123		121
Part Time Employees		5		3
Volunteers				6
Cyber Liability/Media Content Services, Network Security				
Each Claim and Annual Aggregate	$	2,000,000	$	2,000,000
Voluntary Notification Endorsement		Included		Included
Payment Card Industry Data Security Standard (PCIDS) Sub	$	250,000	$	250,000
Social Engineering (Sublimit)	$	250,000	$	250,000
Retroactive Date		***10/01/20112***		***10/01/20112***
Deductible: Per Wrongful Act	$	-	$	-
Commercial Auto Liability				
Bodily Injury and Property Damage	$	1,000,000	$	1,000,000
Personal Injury Protection	$	10,000	$	10,000

Attachment: 2024 Holly Hill Renewal Worksheet (1) (4620 : Package Insurance Policy for FY 2025)

Medical Payments	$	5,000		$	5,000
Uninsured Motorists	$	-		$	-
Physical Damage - Owned Auto	$	-		$	-
Physical Damage - Hired Auto	$	50,000		$	50,000
Hired Non Owned Auto Liability	$	-		$	-
Fleet Summary					***Exposure Change***
Physical Damage Insured Values	$	3,174,812		$	3,782,441	16%
Vehicles		71			75	5%
Trailers		11			12	8%
Total		82			87	6%
Deductible: Physical Damage	$	500		$	500	
Workers Compensation Class Code		***Exposure***			***Exposure***	***YOY Change***
5509 Street or Road Maintenance	$	441,033		$	447,320	1.43%
7520 Waterworks Operations	$	638,630		$	644,660	0.94%
7580 Sanitary or Sanitation	$	601,866		$	628,291	4.39%
7704 Firefighters & Drivers	$	972,042		$	1,018,868	4.82%
7720 Police Officers & Drivers	$	1,725,028		$	1,742,941	1.04%
8380 Automobile Service Repair	$	194,216		$	199,410	2.67%
8810 Clerical	$	1,728,831		$	2,092,511	21.04%
9015 Buildings Owner or Lessee	$	228,142		$	324,883	42.40%
9102 Park NOC Employees & Drivers	$	50,322		$	50,322	0.00%
9410 Municipal NOC	$	468,648		$	314,956	-32.79%
Experience Modifier		**1.30**	65.00%		**0.91**	
Total	***$***	***7,048,758***		***$***	***7,464,162***	***5.89%***

Attachment: 2024 Holly Hill Renewal Worksheet (1) (4620 : Package Insurance Policy for FY 2025)

Accidental Death & Dismemberment - Eligibility:				
Class I	$	75,000	$	75,000
Class II	$	150,000	$	150,000
Class III	$	275,000	$	275,000

Accidental Death & Dismemberment - Benefit(s):		
Accidental Death Occur Within	365 Days	365 Days
Accidental Dismemberment Occur Within	365 Days	365 Days
Coma Benefit Occur Within Waiting Period	365 Days 31 Days 1% of Principal Sum	365 Days 31 Days 1% of Principal Sum

Accidental Death		
Life	100% of Principal Sum	100% of Principal Sum
Accidental Dismemberment		
Both Hands or Both Feet	100% of Principal Sum	100% of Principal Sum
One Hand or One Foot	100% of Principal Sum	100% of Principal Sum
One Hand or One Foot Plus Sight of One Eye	100% of Principal Sum	100% of Principal Sum
Sight of Both Eyes	100% of Principal Sum	100% of Principal Sum
Speech and Hearing	100% of Principal Sum	100% of Principal Sum
Speech or Hearing	50% of Principal Sum	50% of Principal Sum
One Hand or One Foot or Sight of One Eye	50% of Principal Sum	50% of Principal Sum
Thumb and Index Finger of the Same Hand	25% of Principal Sum	25% of Principal Sum
Plegia:		
Quadriplegia (Total Paralysis of All Limbs)	100% of Principal Sum	100% of Principal Sum
Paraplegia (Total Paralysis of Both Lower Limbs)	50% of Principal Sum	50% of Principal Sum

Attachment: 2024 Holly Hill Renewal Worksheet (1) (4620 : Package Insurance Policy for FY 2025)

Hemiplegia (Total Paralysis of Both Limbs on One Side of B	50% of Principal Sum	50% of Principal Sum
Uniplegia (Total Paralysis of One Limb)	25% of Principal Sum	25% of Principal Sum

Additional Benefit(s):		
Applicable to Class I, Class II & Class III Critical Burn Benefit	5% $5,000	5% $5,000
Applicable to Class I, Class II & Class III Day Care Benefit	2%	2%
Applicable to Class I, Class II & Class III HIgher Education Benefit	5%	5%
Applicable to Class I, Class II & Class III Home Alteration and Vehicle Modification Benefit	10% $10,000	10% $10,000
Applicable to Class I, Class II & Class III Rehabilitation Benefit	10% $10,000	10% $10,000
Applicable to Class I, Class II & Class III Therapeautic Counseling Benefit	90 Days $5,000	90 Days $5,000
Applicable to Class I Spouse/Domestic Partner Retraining Benefit	5% $2,500	5% $2,500
Applicable to Class II Spouse/Domestic Partner Retraining Benefit	3% $2,500	3% $2,500
Applicable to Class II & Class III Accident Weekly Indemnity Benefit	30 Days 7 Days	30 Days 7 Days
Applicable to Class II & Class III Cobra Benefit	5% $5,000	5% $5,000
Applicable to Class II & Class III Surviving Spouse/Domestic Partner Benefit	1% 3 Months	1% 3 Months

Crime LEO Pension		
Designated Benefit Plan Fiduciary Liability For All Claims	$ 1,000,000	$ 1,000,000
*Settlement Program Limit of Liability For Each Settlement Program Notice	$ 250,000	$ 250,000
HIPAA Limit of Liability	$ 1,000,000	$ 1,000,000
502(c) Penalties Limit of Liability	$ 250,000	$ 250,000
Retention *For Each Claim Under Insuring Agreement A*	*$ 5,000*	*$ 5,000*

For Basic Illustration Purposes Only - Please Refer to Policies for Specific Information

Attachment: 2024 Holly Hill Renewal Worksheet (1) (4620 : Package Insurance Policy for FY 2025)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **September 24, 2024**
FROM: **Valerie Manning**
SUBJECT: **Position Pay Plan - FY2024-2025**
NUMBER: **(ID # 4638)**
APPLICANT:
PLANNER:

DISCUSSION:

The Position Pay Plan has been reviewed updated for FY24/25 in accordance with Union negotiations for NAGE, I.A.F.F., and P.B.A.

In addition, the EXEMPT pay plan was also updated to bring it into compliance with the Federal Department of Labor's updated minimum salary standard. While enacting this, staff ensured grades are now equally spaced at 12% apart and each allows for a 40% range between the minimum and the maximum (for comparison, most of the non-union positions have a 45-50% range between minimum and maximum). Adjustments were also made to the placement of positions to correctly align them with the results of the salary survey we completed and implemented this past fiscal year, as we had not yet addressed the City's actual pay plan.

FISCAL ANALYSIS:

This action is ministerial, as the requirements were determined via the union contracts or other approvals.

STAFF RECOMMENDATION:

Staff recommends the Commission approve the City of Holly Hill's updated Position Pay Plan for Fiscal Year 24/25.

COMMISSION GOAL:

N/A

MOTION:

APPROVAL OF THE CITY OF HOLLY HILL POSITION PAY PLAN FOR FISCAL YEAR 2024/2025 AS PREPARED AND RECOMMENDED BY STAFF.

- City Pay Plan FY24-25 (PDF)

- DOL Announces Final Overtime Rule Increasing Salary Levels for White-collar Employees (PDF)

CITY OF HOLLY HILL
FY 2024 - 2025
PAY PLAN

Pay Grade	Position Title	Minimum	Midpoint	Maximum
	NAGE GENERAL (40/hrs wk / 2080 hrs year)			
101	Custodian	$16.50	$19.16	$21.82
		$34,320.00	$39,852.80	$45,385.60
102	Finance Clerk I	$17.12	$20.79	$24.46
	Maintenance Worker I	$35,609.60	$43,243.20	$50,876.80
	Police Service Clerk			
103	Finance Clerk II	$17.82	$21.71	$25.60
	Maintenance Worker II	$37,065.60	$45,156.80	$53,248.00
	Staff Assistant			
	Code Enf Clerk / Permit Tech			
104	Finance Clerk III	$18.56	$22.69	$26.81
	Animal Control / Code Enforcement Officer I	$38,604.80	$47,184.80	$55,764.80
	Mechanic			
	Rental Housing Officer			
105	Finance Clerk IV	$20.17	$24.80	$29.43
	Evidence Custodian	$41,953.60	$51,584.00	$61,214.40
	Lead Maintenance Worker			
	Tradesworker			
	Events Coordinator - Part Time			
	Administrative Assistant - **NON-UNION**			
106	Finance Clerk V	$21.98	$27.19	$32.39
	Animal Control / Code Enforcement Officer II	$45,718.40	$56,544.80	$67,371.20
	Senior Mechanic			
	Victim Advocate Coordinator - **NON-UNION**			
107	Finance Clerk VI	$24.02	$29.87	$35.72
	Inspections Officer	$49,961.60	$62,129.60	$74,297.60
	Licensing/Permit & Zoning Technician			
	Senior Code Enforcement Officer			
	Payroll Coordinator - **NON-UNION**			
	Office Manager - **NON-UNION**			
	Purchasing Agent - **NON-UNION**			

Attachment: City Pay Plan FY24-25 (4638 : Position Pay Plan - FY2024-2025)

Pay Grade	Position Title	Minimum	Midpoint	Maximum
	NAGE UTILITIES (40/hrs wk / 2080 hrs year)			
U-1	Utilities Maintenance Worker I / Trainee	$17.12	$20.79	$24.46
		$35,609.60	$43,243.20	$50,876.80
U-2	Utilities Maintenance Worker II	$18.56	$22.69	$26.81
		$38,604.80	$47,184.80	$53,684.80
U-3	Utilities Maintenance Worker III	$20.17	$24.80	$29.43
		$41,953.60	$51,584.00	$61,214.40
O-T	Operator Trainee	$19.75	$22.28	$24.80
		$41,080.00	$46,332.00	$51,584.00
O-C	Operator C	$21.98	$27.19	$32.39
		$45,718.40	$56,544.80	$67,371.20
O-B	Operator B	$22.97	$28.49	$34.00
		$47,777.60	$59,248.80	$70,720.00
O-A	Operator A	$24.02	$29.87	$35.72
		$49,961.60	$62,129.60	$74,297.60
O-L	Lead Operator	$26.32	$32.76	$39.19
		$54,745.60	$68,130.40	$81,515.20

Attachment: City Pay Plan FY24-25 (4638 : Position Pay Plan - FY2024-2025)

Pay Grade	Position Title	Minimum	Midpoint	Maximum
	FIRE-IAFF (NON-EXEMPT)			
F-1	Firefighter/EMT	$16.44	$20.18	$23.91
	2756 reg rate hrs + 156 built-in OT hrs = 2912 annual base hrs	$49,155.60	$60,323.25	$71,490.90
F-2	Firefighter Driver/EMT	$18.07	$22.31	$26.55
	2756 reg rate hrs + 156 built-in OT hrs = 2912 annual base hrs	$54,029.30	$66,706.90	$79,384.50
F-3	Fire Lieutenant/EMT	$19.87	$24.70	$29.52
	2756 reg rate hrs + 156 built-in OT hrs = 2912 annual base hrs	$59,411.30	$73,838.05	$88,264.80

Pay Grade	Position Title	Minimum	Midpoint	Maximum
	POLICE-PBA (NON-EXEMPT)			
P-1	Police Officer	$23.03	$28.49	$33.96
	84 hour by-weekly pay cycle = 2184 hrs / annually	$50,287.91	$62,223.03	$74,158.16
P-2	Police Sergeant	$27.97	$35.11	$42.24
	84 hour bi-weekly pay cycle = 2184 hrs / annually	$61,090.85	$76,670.19	$92,249.54

Attachment: City Pay Plan FY24-25 (4638 : Position Pay Plan - FY2024-2025)

Pay Grade	Position Title	Minimum	Midpoint	Maximum
	PROFESSIONAL / MANAGERIAL - NON UNION & EXEMPT from Federal Wage & Hour Laws			
E-1	Customer Service Supervisor	$28.20	$33.84	$39.48
	Facilities Supervisor/Senior Tradesworker	$58,656.00	$70,387.20	$82,118.40
	Senior Accountant			
	Field Operations Supervisor			
	Fleet Supervisor			
	Chief Treatment Plant Operator			
E-2	Public Works Administration Manager	$31.58	$37.90	$44.22
	Economic Development Manager/CRA Coordinator	$65,694.72	$78,833.66	$91,972.61
	City Clerk			
E-3	Deputy Public Works Director & Utilities Manager	$35.37	$42.45	$49.52
	Police Captain	$73,578.09	$88,293.70	$103,009.32
	Assistant Finance Director			
E-4	Chief Building Official	$39.62	$47.54	$55.47
	IT Manager	$82,407.46	$98,888.95	$115,370.44
	Human Resources Manager			
E-5	Public Works Director / City Engineer	$44.37	$53.25	$62.12
	Community Development Director	$92,296.35	$110,755.62	$129,214.89
	Fire Chief			
	Finance Director			
	Police Chief			

Attachment: City Pay Plan FY24-25 (4638 : Position Pay Plan - FY2024-2025)

Provided by Preferred

LEGAL UPDATE

DOL Announces Final Overtime Rule Increasing Salary Levels for White-collar Employees

On April 23, 2024, the U.S. Department of Labor (DOL) announced a final rule to amend current requirements employees in white-collar occupations must satisfy to qualify for an overtime exemption under the Fair Labor Standards Act (FLSA). The final rule will take effect on July 1, 2024.

Increased Salary Level

The FLSA white-collar exemptions apply to individuals in executive, administrative, professional, and some outside sales and computer-related occupations. Some highly compensated employees may also qualify for the FLSA white-collar overtime exemption.

To qualify for this exemption, white-collar employees must satisfy the standard salary level test, among other criteria. This salary level is a wage threshold that white-collar employees must receive to qualify for the exemption.

Starting July 1, 2024, the DOL's final rule increases the standard salary level from:

- $684 to $844 per week ($35,568 to $43,888 per year); and
- $107,432 to $132,964 per year for highly compensated employees.

On Jan. 1, 2025, the standard salary level will then increase from:

- $844 to $1,128 per week ($43,888 to $58,656 per year); and
- $132,964 to $151,164 per year for highly compensated employees.

Automatic Updates

The DOL's final rule also includes mechanisms allowing the agency to automatically update the white-collar salary level thresholds without having to rely on the rulemaking process. Effective July 1, 2027, and every three years thereafter, the DOL will increase the standard salary level. The agency will apply up-to-date wage data to determine new salary levels.

Impact on Employers

The first salary level increase in July is expected to impact nearly 1 million workers, while the second increase in January is expected to affect approximately 3 million workers. Employers should become familiar with the final rule and evaluate what changes they may need to adopt to comply with the rule's requirements. Legal challenges to the rule are anticipated, which may delay the final rule's implementation.

Preferred PGIT GOVERNMENTAL INSURANCE TRUST

HIGHLIGHTS & IMPORTANT DATES

April 23, 2024
The DOL announces a final rule amending the current requirements white-collar employees must satisfy to qualify for FLSA overtime exemptions.

July 1, 2024
The standard salary level for white-collar employees will increase from $684 to $844 per week ($35,568 to $43,888 per year) and from $107,432 to $132,964 per year for highly compensated employees.

Jan. 1, 2025
The standard salary level for white-collar employees will increase from $844 to $1,128 per week ($43,888 to $58,656 per year) and from $132,964 to $151,164 per year for highly compensated employees.

July 1, 2027
The DOL will start automatically updating the standard salary level every three years.

Attachment: DOL Announces Final Overtime Rule Increasing Salary Levels for White-collar Employees (4638 : Position Pay Plan - FY2024-2025)

This Legal Update is not intended to be exhaustive nor should any discussion or opinions be construed as legal advice. Readers should contact legal counsel for legal advice.
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HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **September 24, 2024**
FROM: **Valerie Manning**
SUBJECT: **CivicPlus - Full Service Supplementation Subscription & Online Code Hosting Subscription Billing Agreement for Municode Codification Services**
NUMBER: **(ID # 4635)**
APPLICANT:
PLANNER:

DISCUSSION:

There will be upcoming changes to the city's Municode Codification and Supplementation billing model effective October 1, 2024. The services are transitioning to a **Full Service Supplementation Subscription**. This new billing model will replace the current per page rate and will include all of our current supplement services including the Administrative Support Fee. CivicPlus has aligned the billing with the city's fiscal year and included Online Code Hosting (Code on the Internet) as well. There will now be just one invoice a year for your current Municode Codification Services.

Over the years, many of CivicPlus' customers have asked if there was a way to make the cost of supplements predictable in order to simplify the budget process. CivicPlus' new approach, the Full Service Supplementation Subscription, will simplify the process, reduce invoices and ensure that the city's Code is always up to date for us and the residents.

BACKGROUND INFORMATION GIVEN TO CITY BY CIVICPLUS:

To determine the annual rate for the Full Service Supplementation Subscription, CivicPlus took an average of what the city spent on Municode Services (2021 - 2023), included the Administrative Support Fee, and added just a 10% increase to account for inflation. **The new annual rate for the Full Service Supplementation Subscription is $2,522.30 per year**. Estimates will no longer be required for regular supplements, which will shorten the time to complete them. Additionally, **Online Code Hosting** will increase 20% with the city's next renewal, from $950 to **$1,140**, which is outlined in the agreement. (See attachment).

If the city prefers to continue with its current billing structure (per-page rate), this remains an option. The Per Page Rate will increase by 30% from $22.00 (Last increase 2010) to $28.60. CivicPlus' recommendation is to go to the new billing model with Full Service Supplementation Subscription, as it's just a 10% increase versus a 30% increase with the higher per page rate. With the Full Service Supplementation Subscription there will be just one invoice each year for the city's Municode Services.

Unless terminated, the city shall be invoiced for the Annual Recurring Services on each renewal date of each calendar year subject to 5% annual increase.

FISCAL ANALYSIS:

Accounts payable processing will be reduced from three payments to one. Budgeting will be more accurate eliminating the need to estimate the per page costs. CivicPlus services are budgeted in general ledger account 001-1201-512-3400.

STAFF RECOMMENDATION:

Approve the CivicPlus Full Service Supplement Subscription in the amount of $3,662.30, which includes the Online Code Hosting as submitted by staff.

COMMISSION GOAL:

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

MOTION:

APPROVE THE CIVICPLUS FULL SERVICE SUPPLEMENT SUBSCRIPTION AND THE ONLINE CODE HOSTING SUBSCRIPTION IN THE AMOUNT OF $3,662.30 AS AN ANNUAL RECURRING FEE FOR SERVICES AS PROVIDED WITHIN THE AGREEMENT EFFECTIVE OCTOBER 1, 2024 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT. UNLESS TERMINATED, THE CITY SHALL BE INVOICED FOR THE ANNUAL RECURRING SERVICES ON EACH RENEWAL DATE OF EACH CALENDAR YEAR SUBJECT TO 5% ANNUAL INCREASE.

- Holly Hill FL P24 Annual Billing Agreement - Statement of Work (PDF)

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #: Q-50398-1
Date: 9/18/2023 6:43 PM
Customer: HOLLY HILL CITY, FLORIDA

Product Name	DESCRIPTION	QTY	TOTAL
Full-Service Supplementation Subscription	Full Service Supplement Subscription	1.00	USD 2,522.30
Printed Copies and Freight Included – up to [#] copies	Printed Copies and Freight Included – up to 2 copies	2.00	USD 0.00
Quarterly Print Supplementation Service Included	Quarterly Print Supplementation Service Included | Print Schedule - 3, 6, 9, 12	1.00	USD 0.00
Full Code PDF	Full Code PDF	1.00	USD 0.00
Custom Online Code Hosting	Online Code Hosting Subscription	1.00	USD 1,140.00

Annual Recurring Supplement Services - Initial Term	USD 3,662.30
Annual Recurring Supplement Services - (Subject to Uplift)	USD 3,662.30

1. This Statement of Work (“SOW”) is between City of Holly Hill (“Customer”) and CivicPlus, LLC (“CivicPlus”), the acquirer and sole owner of Municode, LLC f/k/a Municipal Code Corporation, and incorporates and is subject to the terms and conditions located at Addendum 1 attached to this SOW.

2. This SOW shall begin on 10/1/2024 (“Effective Date”) and all the services provided to Customer listed in the above line items (the “Services”) shall align to renew annually on each anniversary of the Effective Date (“Renewal Date”). Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to 5% annual increase. Customer will pay all invoices within 30 days of the date of such invoice.

Attachment: Holly Hill FL P24 Annual Billing Agreement - Statement of Work (4635 : CivicPlus - Full Service Supplementation Subscription &

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client	CivicPlus
By:	By: 
_____	
Printed Name:	Printed Name:
_____	Amy Vikander
Title:	Title:
_____	Senior Vice President of Customer Success
Date:	Date:
_____	8/5/2024
	_____

Attachment: Holly Hill FL P24 Annual Billing Agreement - Statement of Work (4635 : CivicPlus - Full Service Supplementation Subscription &

This agreement (“Agreement”) is explicitly agreed to by the Customer listed on the Statement of Work. All terms used in this Agreement that are not otherwise defined shall have the definition ascribed to it in the Statement of Work.

1. Scope of Services. The Services provided to Customer under this Agreement are set forth in the CivicPlus Statement of Work signed by the parties (the “SOW”). Customer may purchase additional services for additional cost at any time upon mutual written consent of the Parties, including but not limited to updating the frequency of Supplement updates, additional labor required because of delays, errors or omissions on the part of Customer.

2. Limitations of Services. Annual Recurring Supplement Service does NOT include:

- Additional copies, reprints, binders, and tab orders;
- Documents drafted in InDesign or that contain form-based code requirements, are subject to additional editorial fees;
- Documents that contain: multiple tables, graphics, unique formatting requirements, or any other form-based code requirements;
- Legal work, creation of fee schedules, gender-neutral review/ implementation, external linking;
- Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material;
- Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt;
- Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;
- Adding entirely new material such as but not limited to new Zoning chapters will be covered in your current annual cost. However, the addition will lead to an increase in your annual cost upon your next renewal. We will work with you to provide a revised annual cost.
- The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; and
- Online Code hosting and online features, this is listed separately.

For services outside the scope of the Annual Recurring Supplement Services, a per page rate of $23 will be applied.

3. Each document for processing should be its own individual file, named by its ordinance number. Customer should send in all documents to CivicPlus as MS WORD versions or a convertible PDF version.

4. Term and Termination. This Agreement shall remain in full force and effect for an initial period of one year commencing on the Effective Date (“Initial Term”), at the end of the Initial Term, this Agreement shall automatically renew for additional one-year terms (each a “Renewal Term”). If either Party does not intend to renew this Agreement, they shall provide sixty days prior notice to the end of the then-current term. Either party may terminate this Agreement for cause in the event the other party materially breaches any term of this Agreement and does not substantially cure such breach within thirty days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination.

5. Compensation. Unless otherwise stated in an SOW signed by the Customer, the Customer shall pay CivicPlus for the Services annually at the start of each Renewal Term, within 30 days of the date an invoice is sent.

6. Integration. This Agreement sets forth the entire agreement between and among the parties with respect to the Services. This Agreement supersedes all prior written or oral agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

7. Limitation of Liability. CivicPlus’ liability arising out of or related to this Agreement, or any associated SOW, will not exceed five times the amounts paid by Customer for the Services in the year prior to such claim of liability. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus’ liability will be limited to the maximum extent permissible.

8. Ownership. Customer shall own all right, title, and interest in and to the code created under this Agreement. Customer is responsible for providing all necessary and correct documentation, materials and communication in a timely manner in order to enable CivicPlus to perform the Services and acknowledges CivicPlus cannot begin performance of the Services until all necessary documentation, materials and communication is received.

9. Customer acknowledges that any legal analysis provided by CivicPlus is provided to Customer for their use and direction. However, Customer agrees the Services provided for herein do not review legal codes for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about Customer’s legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of any particular situation or establish an attorney-Customer relationship. CivicPlus is not a law firm and may not perform services performed by an attorney, and the Services contemplated herein do not constitute a substitute for the advice or services of an attorney.

10. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, damage or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

Attachment: Holly Hill FL P24 Annual Billing Agreement - Statement of Work (4635 : CivicPlus - Full Service Supplementation Subscription &

Organization URL

Street Address

Address 2

City State Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact E-Mail

Phone Ext. Fax

Billing Address

Address 2

City State Postal Code

Tax ID # Sales Tax Exempt #

Billing Terms Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [ ] or N [ ]

Please list all external sources: _____

Contract Contact Email

Phone Ext. Fax

Project Contact Email

Phone Ext. Fax

Attachment: Holly Hill FL P24 Annual Billing Agreement - Statement of Work (4635 : CivicPlus - Full Service Supplementation Subscription &

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **September 24, 2024**
FROM: **Valerie Manning**
SUBJECT: **UPS Temporary Holiday Package Storage Facility Agreement 2024**
NUMBER: **(ID # 4632)**
APPLICANT:
PLANNER:

DISCUSSION:

This agreement is for temporary holiday storage units from UPS that will use the Sica Hall Community Center parking lot, located at 1065 Daytona Avenue, Holly Hill, FL, between October 30, 2024 and January 2025.

This agreement is the same as previous years and will expire at the end of January 2025.

Delivery of parcels are allowed daily between the hours of 7:00 AM and 7:00 PM. Delivery carts must be inspected by the HHPD prior to being placed into service.

UPS agrees to pay the City of Holly Hill a fee of **$150.00 per site, per month** for a total payment of **$600 payable by January 30, 2025**.

STAFF RECOMMENDATION:

Approve the annual temporary holiday storage facility units agreement as submitted by staff.

MOTION:

APPROVE THE TEMPORARY HOLIDAY STORAGE FACILITY AGREEMENT WITH THE UNITED PARCEL SERVICE, INC.

- UPS Temporary Package Storage Facility Agreement 2024 (PDF)
- UPS - Hold Harmless Agreement Regarding Temporary Use for Holiday Storage Units - 2024-2025 (PDF)
- UPS - Certificate of Liability 2024-2025 (PDF)

HOLLY HILL
FLORIDA

Building, Zoning, Licensing & Inspections
386-248-9442
Fax 386-248-9498

City Clerk
386-248-9441
Fax 386-248-9448

City Manager
386-248-9425
Fax 386-248-9448

Community Services
386-248-9435
Fax 386-248-9448

Economic Development
386-248-9444
Fax 386-248-9448

Finance
386-248-9427
Fax 386-248-9497

Human Resources
386-248-9440
Fax 386-248-9448

Information Technology
386-248-9459
Fax 386-248-9448

Public Works
386-248-9463
Fax 386-248-9499

Utility Billing
386-248-9432
Fax 386-248-9458

Mayor & City Commission
386-248-9441
Fax 386-248-9448

September 12, 2024

Christian Trujillo, Lead Supervisor
United Parcel Service, Inc.
Daytona Beach Center
425 Fentress Blvd.
Daytona Beach, FL 32114

Re: UPS Temporary Package Storage Facility Agreement 2024

Dear Mr. Trujillo,

The City of Holly Hill has approved the temporary placement of two (2) storage units for use in the delivery of packages during the holiday season. The storage units are to be placed at the Sica Hall Community Center located at 1065 Daytona Avenue, Holly Hill, FL. Your contact person for arranging the use of this site is Valerie Manning, City Clerk (386) 248-9441. The site is authorized for your use until the **end of January 2025**.

The terms and conditions for the use of the site are listed below. Please sign and return this agreement as evidence of these terms.

1) Purpose and Intent: The City agrees to provide reasonable access to the site sufficient to allow UPS to conduct its intended operations. Temporary package storage units, not to exceed 250 square feet (10' x 25') in size at the above mentioned locations between October 30, 2024 and January 2025. Delivery of parcels is allowed daily between the hours of 7:00 a.m. and 7:00 p.m. This activity is temporary in nature and will not adversely impact the surrounding area and land uses, and will be terminated and removed immediately upon expiration of the temporary package storage facility agreement.

2) Indemnification: UPS, by accepting the Temporary Package Storage Facility Agreement, shall at its own cost and expense, hold harmless, defend and indemnify its officials, boards, agents and employees from any and all claims, demands, actions and causes of action, losses, damages,

Attachment: UPS Temporary Package Storage Facility Agreement 2024 (4632 : UPS Temporary Holiday Package Storage Facility Agreement

liabilities, costs, expenses, and court costs, including, without limitation, interest, penalties, and attorneys' fees which may accrue by reason of applicant's acts or omissions of negligence, gross negligence or intentional torts, or misconduct of applicant, its officers, directors, agents, employees or contractors arising out of or in connection with the agreement issued.

3) Description: The City understands the activities to be undertaken by UPS will include the storage of golf carts and trailers at the location and the storage of packages awaiting delivery. Actual delivery of packages will be done from the site but no customers will come to the site to receive or ship packages. This activity is characterized by its short-term or seasonal nature and by the fact that permanent improvements are not made to the site. This temporary activity involves the placement of a temporary package storage facility in close proximity to residential properties. The temporary package storage facilities shall be constructed and placed in accordance with acceptable commercial standards. Parcels will be placed in the temporary package storage facility daily and delivered to specific properties within the residential zoned areas, Monday through Saturday of each week. This temporary activity shall involve no activities other than the temporary storage of parcels and consequent delivery to specific destinations.

4) Temporary Activities:

A. No structure of a permanent nature shall be constructed.
B. Removal of all temporary structures shall be guaranteed in writing and such structures shall be subsequently removed.
C. No structure shall be located in a public right-of-way.
D. Adequate stabilized area with a minimum of thirteen feet six inch (13' 6") unobstructed height shall be provided for trailer off-loading of packages. This area shall not block handicapped accessible areas.
E. Removal of all signs, trash, or debris from the site and the immediate vicinity, upon termination of the activity shall be guaranteed in writing, and subsequently accomplished.
F. A separate temporary package storage authorization shall be required for each lot or parcel to be used as a temporary storage facility.
G. No more than two (2) such temporary package storage units authorization shall be issued for the same lot or parcel during a single calendar year.
H. **UPS will register the golf carts with the City of Holly Hill Police Department in compliance with the City codes allowing golf carts to drive on City streets and comply with all applicable traffic regulations and shall occur in accordance with the provisions in F. S. 316.2126, paragraphs 3(b) and 3(c).**

Attachment: UPS Temporary Package Storage Facility Agreement 2024 (4632 : UPS Temporary Holiday Package Storage Facility Agreement

I. Delivery vehicles shall not travel on sidewalks or on private property other than that of a delivery recipient or on the tract or parcel of land for which a Temporary Package Storage Permit has been issued in accordance with this section.

J. All delivery vehicles must meet the requirements of Chapter 316, Florida Statues and must be equipped with head lamps, stop lamps, turn signal lamps, tail lamps, seat belts, rearview mirrors, and horns.

K. The rear of all trailers must be equipped with lights or reflectors.

L. During delivery, all packages must be properly secured in an enclosed lockable trailer so that they may not be accessed by the public or fall off and create a safety hazard.

M. All handcarts must be securely attached to the delivery vehicles.

N. The temporary storage facility shall be subject to the minimum setbacks of the zoning district in which it is located.

O. The temporary storage facility shall not exceed twenty (20) feet in length and shall be securely placed on the ground and anchored as required by the Building Department.

P. To guard against theft, the temporary package storage facility shall remain locked at all times when not in use.

Q. Fuel shall not be stored in or near the temporary package storage facility.

5) Enforcement: Violations of the provisions of this section and/or the temporary package storage authorization may result in immediate revocation of the agreement. Revocations may be appealed to the City Commission. Additionally, each violation may be enforced through all other applicable enforcement mechanisms available to the City including, but not limited to, the issuance of a citation.

6) UPS agrees to pay the City of Holly Hill a fee of $150.00 per site, per month for a total payment of **$600.00 payable by January 30, 2025**.

Attachment: UPS Temporary Package Storage Facility Agreement 2024 (4632 : UPS Temporary Holiday Package Storage Facility Agreement

7) UPS will provide the City of Holly Hill with evidence of liability insurance coverage for the storage units in the amount of $1,000,000.00 with the City of Holly Hill named as an additional insured.

For the City of Holly Hill:

Joseph A. Forte, City Manager — Date

For United Parcel Service, Inc.:

Christian Trujillo, Operation Supervisor — Date 9/12/24

Attachment: UPS Temporary Package Storage Facility Agreement 2024 (4632 : UPS Temporary Holiday Package Storage Facility Agreement

Attachment: UPS - Hold Harmless Agreement Regarding Temporary Use for Holiday Storage Units - 2024-2025 (4632 : UPS Temporary Holiday

HOLD HARMLESS AGREEMENT REGARDING TEMPORARY USE

This Temporary Use Agreement (the "Agreement") is made this **30th day of October 2024** by and between United Parcel Services, Inc., an Ohio Corporation ("UPS") and (City of Holly Hill) owned by (Joseph A. Forte, City Manager) collectively, the "Owner".

RECITALS

1. UPS desires to place two (2) storage pod units on the City of Holly Hill's property, owned by the Owner.

2. The Owner has agreed to the placement of the storage pod units commencing on or after October 30, 2024 and terminating on January 31, 2025.

NOW, THEREFORE, in good and valuable consideration the receipt and sufficiency which is hereby acknowledged, the Owner and UPS agree as follows:

1. Owner hereby consents to the use of Owner's property located at SICA HALL Community Center, 1065 Daytona Avenue (the "Location") by UPS to store pod units to facilitate the delivery of holiday parcels and to store (2) golf cart(s) during a period of time commencing on October 30, 2024 and terminating on January 31, 2025. All storage pod units will occur at the Location. UPS agrees that no activities other than the temporary storage of pods and consequent delivery to specific destinations may take place at said Location.

2. Indemnity. UPS shall indemnify, defend and hold the Owner harmless from and against any claims, actions, judgments, losses, damages, costs, expenses and liabilities assessed against or incurred by the Owner arising out of the use by UPS of the Location for placing storage pod units and delivery of parcels from the Location, except those losses or damages resulting from negligent or wrongful acts of Owner or Owner's agents, employees or servants. Such indemnity shall include any alleged zoning violation or code enforcement action asserted by the applicable county or municipality having jurisdiction over zoning for the Location, including all fines and penalties incurred by the Owner. UPS shall defend by counsel selected by UPS.

3. Governing Laws; Jurisdiction. The indemnity and obligations arising hereunder shall be governed by, construed, applied and enforced in accordance with the laws of the State of Florida. Any legal suit, action or proceeding arising out of relating to this Agreement may be instituted in any federal or state court in the county where the property is located.

Attachment: UPS - Hold Harmless Agreement Regarding Temporary Use for Holiday Storage Units - 2024-2025 (4632 : UPS Temporary Holiday

TO: UPS
FROM: CITY OF HOLLY HILL, FLORIDA

RE: PEAK STORAGE

DATE: OCTOBER 2024

To whom it may concern,

I, _____, give UPS permission to place golf cart(s) at my location, at Sica Hall Community Center, 1065 Daytona Avenue, Holly Hill, FL for the months of October 2024 through January 2025. UPS will compensate the CITY OF HOLLY HILL for the use of this location/space in the amount of **$600** for the duration of the storage period.

Phone Number: (386) 248-9425 / 248-9441
Email Address: jforte@hollyhillfl.org

Signature: _____
Joseph A. Forte, City Manager

Printed Name: _____
Date: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (M
12/19/2023

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 Liberty Mutual Insurance Co. Nat'l Ins Northeast 500 N 3rd St, Suite 300 Wausau, WI 54403 www.LibertyMutual.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** CMeCertProduction@LibertyMutual.com
INSURED UNITED PARCEL SERVICE, INC. 55 GLENLAKE PARKWAY, NE ATLANTA GA 30328	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Liberty Mutual Fire Insurance Company — 23035 **INSURER B :** LM Insurance Corporation — 33600 **INSURER C :** Liberty Insurance Corporation — 42404 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 77798799 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ **COMMERCIAL GENERAL LIABILITY**	✓		TB2-C21-095741-104	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 1,000,000
A	☐ CLAIMS-MADE ✓ OCCUR			TB2-C21-095741-114	1/1/2024	1/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$
B				TB5-C21-095741-124	1/1/2024	1/1/2025	MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000
	✓ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			AS2-C21-092036-214	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
A	✓ ANY AUTO			AS2-C21-004175-334	1/1/2024	1/1/2025	BODILY INJURY (Per person)	$
A	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS			AS2-C21-092036-914	1/1/2024	1/1/2025	BODILY INJURY (Per accident)	$
B	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			AS5-C21-004335-264	1/1/2024	1/1/2025	PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			WC5-C25-095741-174	1/1/2024	1/1/2025	✓ PER STATUTE ☐ OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		WA5-C2D-095741-184	1/1/2024	1/1/2025	E.L. EACH ACCIDENT	$ 1,000,000
C	**(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			WA7-C2D-095741-194	1/1/2024	1/1/2025	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)

UPS Operations/Pod and Golf cart for Peak
Coverage is primary and non-contributory.

CERTIFICATE HOLDER

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill FL 32117-2898

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

Joshua Cleveland

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Attachment: UPS - Certificate of Liability 2024-2025 (4632 : UPS Temporary Holiday Package Storage Facility Agreement 2024)

AGENCY CUSTOMER ID: 2-004105

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Liberty Mutual Insurance Co. Nat'l Ins Northeast	UNITED PARCEL SERVICE, INC. 55 GLENLAKE PARKWAY, NE ATLANTA GA 30328
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: City of Holly Hill

ADDRESS: 1065 Ridgewood Avenue Holly Hill FL 32117-2898

If changes/revisions to this certificate are necessary, you may email your request to CMeCertProduction@libertymutual.com.

If you no longer require this certificate and do not need on an annual basis, please email the certificate to our office and instruct us to delete from our database.

Attachment: UPS - Certificate of Liability 2024-2025 (4632 : UPS Temporary Holiday Package Storage Facility Agreement 2024)

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HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **September 24, 2024**
FROM: **Valerie Manning**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Ratifying a Three Year Agreement with the Professional Firefighters' of Holly Hill, Local 3470, October 1, 2024 - September 30, 2027; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.**
NUMBER: **2024-R-70**
APPLICANT:
PLANNER:

DISCUSSION:

City Management and representatives from the Professional Firefighters of Holly Hill, Local 3470 (I.A.F.F.) have been in contract negotiations for several months. Both Management and the Union have agreed upon the terms and conditions contained in the attached agreement and request the City Commission to ratify the Agreement.

A summary of these changes follows:

Article 18 - provides a wage increase for all I.A.F.F. Bargaining Unit Members in the amount of 5% for the fiscal years beginning October 2024, 2025 and 2026. This three-year agreement also provides for an increase to the paramedic pay in the amount from $4,805 to $6,500 in year 1 and to $$7,500 in year 2. The minimum and maximum of each pay grade is proposed to be increased by 2.5%.

Article 30 & 31 - the Personnel Rules and Regulations articles have been combined into one article, acknowledged the updated 2024 version, and eliminated reference to the civil service act.

Article 33 - for employees hired after October 1, 2024, the vesting period will be eight years instead of six (ordinance required to complete this change).

FISCAL ANALYSIS:

The total of the proposed hourly rate increases equates to 5% in each of the three years of the contract. In year one, the paramedic increase of $1,695 applies to 5 members totaling $8,475. In years two and three, this increase will be $2,695 for each of these 5 members totaling $13,475 per year.

STAFF RECOMMENDATION:

Approve the attached Resolution and ratify the attached I.A.F.F., Bargaining Unit Agreement.

COMMISSION GOAL:

N/A

MOTION:

APPROVE THE RESOLUTION RATIFYING A THREE-YEAR AGREEMENT WITH THE PROFESSIONAL FIREFIGHTERS OF HOLLY HILL LOCAL 3470 (I.A.F.F.) OCTOBER 1, 2024 - SEPTEMBER 30, 2027, APPROVE THE AGREEMENT AND AUTHORIZE THE MAYOR, CITY MANAGER, FIRE CHIEF AND HUMAN RESOURCES MANAGER TO EXECUTE THE AGREEMENT.

ATTACHMENTS:

- IAFF - Final 2024-2027 - Track Changes (PDF)

Resolution No. 2024-70

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RATIFYING A THREE YEAR AGREEMENT WITH THE PROFESSIONAL FIREFIGHTERS' OF HOLLY HILL, LOCAL 3470, OCTOBER 1, 2024 - SEPTEMBER 30, 2027; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RATIFYING A THREE-YEAR AGREEMENT WITH THE PROFESSIONAL FIREFIGHTERS OF HOLLY HILL LOCAL 3470 (I.A.F.F.), OCTOBER 1, 2024 - SEPTEMBER 30, 2027; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, negotiations between management of the City of Holly Hill and representatives from the Professional Firefighters of Holly Hill, Local 3470 (I.A.F.F.) have concluded with an agreement between the representatives and now requires ratification by the City Commission; and

WHEREAS, on August 19, 2024, management was advised that the members of the I.A.F.F., voted in support of the proposed agreement.

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

SECTION 1. That the City Commission hereby ratifies the attached Agreement with the International Association of Firefighters Local 3470, as a three-year contract, effective October 1, 2024 and expiring on September 30, 2027.

SECTION 2. That if any section, subsection, sentence, clause, phrase, or portion of this resolution, or application hereof, is for any reason held invalid or unconstitutional by an Court, such portion or application shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all Resolutions made in conflict with this Resolution are hereby repealed.

SECTION 4. That this Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 24th day of SEPTEMBER, 2024.

Attachment: IAFF - Final 2024-2027 - Track Changes (2024-R-70 : I.A.F.F. Union Contract - Ratifying a Three Year Agreement)

THE CITY OF HOLLY HILL, FLORIDA

AND

I.A.F.F. LOCAL # 3470

October 1, ~~2021~~ 2024 – September 30, ~~2024~~2027

Ratified by City Commission:

Amended:

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Attachment: IAFF - Final 2024-2027 - Track Changes (2024-R-70 : I.A.F.F. Union Contract - Ratifying a Three Year Agreement)

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Attachment: IAFF - Final 2024-2027 - Track Changes (2024-R-70 : I.A.F.F. Union Contract - Ratifying a Three Year Agreement)

AGREEMENT

THIS AGREEMENT is entered into by and between the City of Holly Hill, hereinafter referred to as the "City" and the Professional Firefighters of Holly Hill, Local 3470, IAFF, hereinafter referred to as the "Union".

WITNESSETH:

WHEREAS, This Agreement reduces to writing the understandings of the City and the Union to comply with the requirements contained in Chapter 447, Florida Statutes, as amended; and

WHEREAS, This Agreement is designed to provide for an equitable and feasible procedure for the resolution of differences concerning the enforcement of this Agreement in accordance with grievance procedures contained herein; and

WHEREAS, This Agreement is entered into to promote a harmonious relationship between the Union and the City and to encourage more effective employee service in the public interest; and

WHEREAS, The Union understands that the City is engaged in furnishing essential public service which affects the health, safety and welfare of the general public; and the Union recognizes the need to provide continuous and reliable service to the public; therefore, it is hereby agreed:

Attachment: IAFF - Final 2024-2027 - Track Changes (2024-R-70 : I.A.F.F. Union Contract - Ratifying a Three Year Agreement)

ARTICLE 1

UNION RECOGNITION

1.1 The City recognizes the Union as the exclusive collective bargaining representative for those employees in the following bargaining unit:

Included: All Fulltime Firefighter, Driver Engineer, Lieutenant.

Excluded: Fire Chief and all other employees of the City of Holly Hill.

Attachment: IAFF - Final 2024-2027 - Track Changes (2024-R-70 : I.A.F.F. Union Contract - Ratifying a Three Year Agreement)

ARTICLE 2

MANAGEMENT RIGHTS

2.1 The Union recognizes that it is the function of management to determine and direct the policies, mode and method of providing its services without any interference in the management and conduct of the City's operations on the part of the Union or any of its representatives.

2.2 The City shall continue to exercise the exclusive right to take any action it deems necessary or appropriate in the management of its operations and the direction of its work force. The City expressly reserves all rights, powers and authority customarily exercised by management, including all inherent and common law management rights and functions which the City has not expressly modified or delegated by express provisions of this Agreement. Nothing in this Agreement shall be construed to limit or impair the right of the City to exercise its own discretion in determining whom to employ, and nothing shall be interpreted as interfering in any way with the City's right to alter re-arrange, or change, extend, limit or curtail its operations or any part thereof unless specifically addressed in this Agreement.

2.3 Without limiting the provisions of Sections 2.1 and 2.2, but in order to clarify some of the more important rights retained by management, the City shall have the following management rights:

(a) To determine the size and composition of the work force, including the number or composition of Bargaining Unit Members assigned to any particular operation or shift.

(b) To determine the number and type of equipment, vehicles, materials, and supplies to be used, operated, or distributed.

(c) To hire, rehire, promote, lay-off and recall Bargaining Unit Members;

(d) To reward or reprimand, discharge or otherwise discipline a Bargaining Unit Member for just cause;

Attachment: IAFF - Final 2024-2027 - Track Changes (2024-R-70 : I.A.F.F. Union Contract - Ratifying a Three Year Agreement)

(e) To evaluate, maintain, and/or improve the efficiency of Bargaining Unit Members;

(f) To create, abolish, or change job classifications and to determine job content and minimum qualifications for job classifications, and the amount and type of work;

(g) To determine the assignment of work;

(h) To discontinue, temporarily or permanently, in whole or in part its operations and to transfer, or assign all or any part of its operations to new facilities;

(i) To require a Bargaining Unit Member to take a physical or mental examination, given by a health service or a physician or psychiatrist selected by the City;

(j) To determine the location, method, means and personnel by which operations are to be conducted.

(k) To determine work schedules, work cycles, starting and quitting times, and the number of hours and shifts to be worked. Provided, that the City will give the Union seven (7) calendar days' notice of any change;

(l) To make or change rules, policies and practices not in direct conflict with any provision of this Agreement.

(m) To assign overtime work.

2.4 The City reserves and retains in full and completely any and all management rights, prerogatives and privileges except to the extent that such rights, prerogatives and privileges are specifically limited by some express provision of this Agreement, and has no obligation to bargain over the decision to exercise such rights, prerogatives and privileges, or the effect of such decisions with exception to where Florida law specifically requires such bargaining.

2.5 The City's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of this right to exercise such

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function or right, nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement.

2.6 If it is determined by the City that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricanes or other extreme weather conditions, or similar catastrophes the provisions of this Agreement may be suspended during the time of the declared emergency except monetary benefits.

2.7 It is agreed that every incidental duty connected with operations enumerated in job descriptions is not always comprehensive and the Bargaining Unit Member at the discretion of the City may be required to perform duties not within their specific job descriptions.

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ARTICLE 3

UNION REPRESENTATIVE

3.1 The Employee Organization shall be represented by its President or designee. It shall be the responsibility of the Union to notify the City in writing of any change of the designation of President or designee, subsequent to the execution of this Agreement.

A complete list of representatives shall be furnished to the City and any changes in these designations shall be promptly reported in writing to the City before the representatives can accomplish any of their duties.

It is understood and agreed that any Bargaining Unit Member functioning as a Union representative has productive work to perform and will not leave his job during work hours, except after properly requesting and receiving proper authorization from the Fire Chief, City Manager or his designee and only after stating what Association duties are to be performed. If in the opinion of the Fire Chief the above mentioned Bargaining Unit Member is taking unreasonable time to conduct such business the Fire Chief shall have the right to require the Association representative to return immediately to their productive City work.

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ARTICLE 4

UNION BUSINESS

4.1 The City will make available time off from work with pay for up to two (2) Union members, which shall include the grievant and witnesses when applicable, designated by the Union to take part in the following activities:

A. Contract negotiations;

B. Grievance proceedings and hearings;

C. Disciplinary proceedings;

D. Representation of Bargaining Unit Members at grievance of disciplinary hearing

E. P.E.R.C. proceedings;

F. Arbitration proceedings;

G. Contract related court proceedings.

(Note: if any of the above activities can be conducted while the Bargaining Unit Member is on duty (available for response), the City may allow the Bargaining Unit Member to conduct the activity while on duty and suspend the Bargaining Unit Member 's non-emergency duty until the activity is concluded for the day.)

The employer will consider other requests from Union representatives for time off to engage in other Union business or activities, on an individual basis, always considering that the needs of the Employer come first. Time off granted for such purposes shall be without pay or by utilizing vacation or using comp time, and the Employer's judgment as to its operating needs at any time may prevail, but such time shall not be unreasonably withheld.

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ARTICLE 5

UNION ACTIVITY

5.1 Any recognized accredited representative of the Union shall, with the proper notification and approval, be admitted to certain areas of the property of the City in order to contact Management on matters pertaining to this Agreement. Union Representatives, as designated above, shall be able to talk with Bargaining Unit Members before or after regular working hours or during lunch hours and reduced activity times on designated areas of the property of the City. The Union agrees that there shall be no solicitation for memberships in the Union, signing up of members, collection of any fees, dues or assessments, meeting or other activities of the Union on City time.

The City will allow union meetings to be held no more than one per month at Station 96 after 1700 hours. Said meetings are in no way to interrupt the operations of the Fire Department. The Union will also be given up to a maximum of one (1) hour with all new Bargaining Unit Members during the Bargaining Unit Members' forty (40) hour training session for introduction of the union and to address any questions the Bargaining Unit Member may have concerning the Union.

The City retains the right to refuse permission to hold any meeting on City property when the purpose of the meeting is considered to be insubordinate, or inflammatory towards the City, the Fire Department (including their leadership) or any other entity or person.

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ARTICLE 6

UNION SECURITY AND CHECK-OFF

6.1 Upon receipt of a written authorization from a Bargaining Unit Member covered by this Agreement, the City will deduct from the Bargaining Unit Member 's pay the amount owed to the Union by such Bargaining Unit Member for Union dues. It is understood that this provision will provide for twenty-six (26) deductions per year. The City will remit to the Union such sums within thirty (30) days. Changes in the Union membership dues will be certified to the City in writing over the signature of the authorized office or officers of the Union and shall be done at least thirty (30) days in advance of the effective date of such change. Any change in the amount of the Union Dues would be effective in a time reasonable to allow the Public Employer to make the necessary technical and administrative payroll changes and program adjustments.

It is understood and agreed that the Public Employer will assess a charge of ten cents ($.10) per Bargaining Unit Member each month in which dues are collected. The Public Employer's remittance will be deemed correct if the Union does not give written notice to the Public Employer within thirty (30) days of remittance receipt or its belief with reasons stated therefore, that the remittance is incorrect.

6.2 Any Bargaining Unit Member may withdraw his or her membership in the Union upon written request and thirty- (30) days' notice to both parties in writing.

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ARTICLE 7

BULLETIN BOARDS

7.1 The Union shall be authorized use of a suitable bulletin board, at an agreed upon location.

The Union agrees that it shall only use space on the bulletin board described above for the following purposes:

1. Notice of Union meetings
2. Union elections
3. Reports of Union committees
4. Recreational and social affairs of the Union

All Union materials placed on the bulletin board shall be signed by the Employee Representative or his designee, and copies of any materials to be posted shall first be provided to the Department Head or his duly authorized agent prior to the posting of any such materials.

All costs incidental to preparation and posting of Union material shall be at the expense of the Union.

The Union is responsible for posting and removing approved material from the bulletin board and for maintaining the bulletin board in an orderly fashion.

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ARTICLE 8

VOTING

8.1 Bargaining Unit Members are encouraged to and may vote either before or after their work hours, during lunch or through other options for voting which include early voting and absentee voting.

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ARTICLE 9

STRIKES

9.1 The Union and Bargaining Unit Members shall have no right to instigate, promote, sponsor engage in, or condone any work stoppage, boycott, slow-down, strike, intentional disruption of City operations, or to withhold services for any reason. Each Bargaining Unit Member who holds a position in the Union occupies also a position of special trust and responsibility in maintaining and bringing about compliance with this Article, the strike prohibition of Section 447.505, Florida Statutes, and the Constitution of the State of Florida, Article 1, Section 6.

The Union, its officers, agents, steward and other representatives agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the law, including their responsibility to abide by the provisions of this Article and the law by remaining at work during any interruption which may be initiated by others; and including their responsibility, in the event of breach of this Article or the laws by other Bargaining Unit Members, and upon the request of the City, to encourage and direct Bargaining Unit Members violating this Article or the law to return to work, and to disavow the strike publicly.

9.2 In addition to the penalties set forth in Section 447.507, Florida Statutes, any and all Bargaining Unit Members who violate any provision of the law prohibiting strikes or this Article may be disciplined, up to and including discharge, by the City.

The circuit courts of Florida shall have jurisdiction to enforce the provisions of this Section by ex parte injunction and contempt proceedings, if necessary.

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9.3 For the purpose of this Article, it is agreed that the Union shall be responsible and liable for any act committed by any of their officers, agents, and/or representatives, which act constitutes a violation of State law, City ordinance, or policy or the provisions herein. In addition to all other rights and remedies available to the City under State law, in the event of a breach of the provisions herein, the City shall have the right, without further notices, to suspend this Collective Bargaining Agreement and withdraw recognition from the Union.

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ARTICLE 10

FAMILY AND MEDICAL LEAVE & MILITARY LEAVE

10.1 The City of Holly Hill complies with the requirements of the Family and Medical Leave Act of 1993 (FMLA) and will comply with future law changes as applicable. The City applies FMLA on a rolling 12-month basis. Additional information and necessary physician certification forms can be obtained through the Human Resources Department

Per year is defined as a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave.

MILITARY LEAVE

10.2 The City of Holly Hill complies with all State and federal Statutes related to military service. This includes but is not limited to Florida State Statutes 115.07(1) and 115.09.

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ARTICLE 11

JURY DUTY

11.1 Bargaining Unit Members shall be granted time off with pay for reporting to jury duty upon presentation to his or her immediate supervisor of satisfactory evidence relating to jury duty in the form of a release from the clerk of court identifying the date and release time. No Bargaining Unit Member shall suffer a loss of straight time earnings for performance of jury duty.

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ARTICLE 12

BEREAVEMENT LEAVE

12.1 The City agrees that when a death occurs in the immediate family of a bargaining unit Bargaining Unit Member that Bargaining Unit Member shall receive two (2) shifts (48 hours) off without loss of pay or benefits. The City agrees that bereavement leave will not be charged against sick leave, vacation, holiday, or accumulated compensatory time for the 48-hour period. This 48 hours of bereavement leave expires 3 months after the date of death. The 3 month period for use of bereavement affords the opportunity for family members to travel to a central location for purposes of a memorial or other service of remembrance. If under extraordinary circumstances the time to use Bereavement Leave needs to be extended, the Fire Chief has the discretion to extend Bereavement Leave up to an additional three (3) months with notice provided during the first three months. Additionally, should a member of an Bargaining Unit Member's immediate family suffer from a terminal illness or be placed in hospice care, an Bargaining Unit Member may utilize bereavement leave in advance in order to provide support, relief and comfort through the end-of-life process. In the event the Bargaining Unit Member uses bereavement leave for this purpose, any additional leave needed for a funeral or memorial service will require the use of other accrued leave (vacation, comp time leave, etc.).

12.2 If the funeral occurs outside of the State of Florida of an immediate family member, the Fire Chief shall have discretion to grant up to 48 additional hours off. The additional 48 hours will only be charged against sick leave, vacation leave, compensatory time or time off without pay, at the discretion of the Bargaining Unit Member.

12.3 The City agrees that the immediate family as cited above shall be defined as Father, Mother, Spouse, Children, Father-in-Law, Mother-in-Law, Brother, Sister, Grandparents, Grandchildren,

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Brother-in-Law, Sister-in-Law, Step-parents, Step-Children or members of the family domiciled in the household to include foster relatives, or any relative who has been declared to be under a court appointed guardianship of the Bargaining Unit Member or the Bargaining Unit Member 's spouse.

12.4 Leave needed to settle an estate, close out a home or otherwise manage the affairs of a deceased member of a Bargaining Unit Member ’s immediate family requires that the Bargaining Unit Member use accrued leave (vacation, personal leave, etc.).

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ARTICLE 13

This Article left blank for future use.

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ARTICLE 14

HOLIDAYS

14.1 The City agrees to recognize the following as paid holidays for Bargaining Unit Members: Each holiday is equal to 12 hours from 7:00 am through 7:00 pm.

New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Veterans Day
Martin Luther King Day	Labor Day

One floating holiday designated by the City Commission

14.2 The Bargaining Unit Member who works on the holiday shall be compensated at straight time for the twenty-four (24) hour scheduled shift. In addition, Bargaining Unit Members who work on the holiday shall be compensated at the rate of time and one-half for the twelve (12) hour holiday period allowed. The holiday period allowed is defined as the first 12-hours of the shift from 7:00 am – 7:00 pm. Holidays for Bargaining Unit Members shall be recognized as the actual holiday. Bargaining Unit Members who do not work on the holiday will be compensated at straight time for the twelve (12) hour holiday period.

14.3 No other compensated time such as vacation, etc. may be substituted for the twelve (12) hour holiday period. The holiday period is to be worked or taken off as a holiday. The 12 hour Holiday period cannot be split amongst two Bargaining Unit Members. All holidays recognized in this Agreement may be converted to compensatory time instead of being paid, at the Bargaining Unit Member 's option, provided the total allowed accumulation of compensatory time is not exceeded.

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ARTICLE 15

VACATION / PERSONAL LEAVE

15.1. Bargaining Unit Members, hired prior to October 1, 2021, will accrue vacation hours on a per pay period basis, in accordance with the following schedule, but such leave may not be available for use until completion of six (6) months of employment Bargaining Unit Members, hired prior to October 1 2021, covered by this agreement shall be entitled to Vacation as reflected in the following schedule:

YEARS		VACATION DAYS EARNED
0 - 3	7.0 shift	168 hours
4 - 8	8.5 shifts	204 hours
9- 13	10.0 shifts	240 hours
14 - 18	11.5 shifts	276 hours
19 –23	13.0 shifts	312 hours
24 - 28	14.5 shifts	348 hours
28+	16.0 shifts	384 hours

15.2 The maximum amount of vacation leave accrual is 1,080 hours for 24-hour shift Bargaining Unit Members. which are eligible for payout at 100% upon termination of employment for any reason.

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15.3 Personal Leave - All Bargaining Unit Members hired after October 1, 2021 will accrue Personal Leave hours on a per pay period basis, in accordance with the following schedule.

YEARS	PL	% of annual hours
0 - 4	244	.084%
5 - 9	279	.096%
10 - 14	299	10.3%
15 - 19	334	11.5%
20 - 24	390	13.4%
25 - 29	413	14.2%
Over 29	436	15.0%

Scheduled personal leave will not be available for use until completion of six (6) months of employment.

Employees accruing Personal Leave may carry over up to 75% of earned Personal Leave to the succeeding year without written approval from the City Manager.

The maximum amount of Personal Leave accrual is 1,344 hours for 24-hour shift Bargaining Unit Members, which are eligible for payout at 100% upon termination of employment for any reason.

15.4 Scheduling – The use of scheduled time off will follow the Administrative Policy AP-11, dated September 3, 2024.~~Seniority shall be the determining factor in the scheduling of vacation/scheduled personal leave. . The Bargaining Unit Member on shift with the most seniority shall have his/her choice of vacation/scheduled personal leave dates. The senior Bargaining Unit Member is not entitled to "bumping" a less senior Bargaining Unit Member if a vacation/scheduled personal leave request has been received and approved by the Fire Chief in advance of a request submitted by the senior Bargaining Unit Member.~~

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~~Partial shift leave requests for bargaining unit Bargaining Unit Member s shall be governed by the following. A request for a full shift leave will have preference over a request for a partial shift of leave.~~

15.5 All eligible Bargaining Unit Members shall receive one (1) additional day of annual leave (to be termed a Safety Day) consisting of twenty-four (24) hours, provided the Bargaining Unit Member has experienced no work related injury in the previous fiscal year (October 1 – September 30) as a result of any job related accident.

The Safety Day must be taken within the fiscal year (October 1 – September 30) after it is earned and cannot be carried over. Use of this day requires pre-approval by the employee's supervisor. No loss of time is defined as taking one day or more off due to an on the job injury.

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ARTICLE 16

SICK LEAVE

16.1. Bargaining Unit Members, hired prior to October 1, 2021, covered by this Agreement shall accrue sick leave at the rate of twelve (5.54) hours per pay period of service cumulative to 1,080 hours. Upon retirement or death, Bargaining Unit Members (or their estate) will be paid for 100 percent of their accumulated sick leave, up to 1,080 hours.

16.2 If there is an abuse of sick leave (trend developed, or usage of sick leave as it is earned), the Public Employer may require the Bargaining Unit Member to present medical certification to substantiate any absence.

16.3 Any hours accrued after the 1080, will be used from the Bargaining Unit Member's personal account only in the event of a serious illness or injury of the Bargaining Unit Member or the Bargaining Unit Member 's immediate family member. A serious illness or injury is defined as a catastrophic physical illness or injury which requires inpatient care at a hospital, hospice or medical facility for three (3) consecutive days or more and requires continued home health care for a period of six (6) weeks or more. All requests for the use of sick leave usage beyond the allotted 1,080 hours must be approved by the Fire Chief and City Manager. Bargaining Unit Member s will be required to present a medical certification to substantiate the absence. Bargaining Unit Member s must utilize

the maximum accrued sick leave of 1,080 hours, prior to using additional accrued sick leave hours for this purpose.

16.4 Sick leave may be used by a Bargaining Unit Member when incapacitated and unable to perform their duties due to sickness or injury or for doctor's appointments, or during an illness of a member of the Bargaining Unit Member's immediate family. Immediate family is defined for this purpose as consisting of the Bargaining Unit Member's spouse, children, step-children, parents, or other dependent relative residing with the Bargaining Unit Member on a permanent basis. The definition of immediate family member for this purpose only also extends to a member of the household by which the Bargaining Unit Member has a domestic relationship. This list of applicable household members will be required to be filed with the Human Resources Department.

16.5 Effective October 1, 2015 Bargaining Unit Members will no longer participate in the City's Sick Leave Incentive Plan (SLIP)

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ARTICLE 17

HOURS OF WORK AND OVERTIME

17.1 The purpose of this Article is to define hours of work but nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided therein.

The basic work period for bargaining unit employees will consist of a fourteen (14) day cycle. The tour of duty will be 24 hours on and 48 hours off. Hours worked in an amount less than or equal to one hundred six (106) in a fourteen (14) day work period which are assigned by the City shall be compensated at the regular hourly rate of pay. Hours worked in excess of one hundred six (106) in a fourteen (14) day work period which are assigned by the City shall be compensated at the rate of time and one-half (1 1/2) the employee's regular rate of pay. Vacation leave, scheduled personal leave, safety day, bereavement leave, compensatory time used, holiday worked and jury duty shall count as hours worked for overtime purposes. If no regular hours are worked during a pay cycle, all hours will be paid at straight time and not entitled to overtime compensation. Sick leave, unscheduled personal leave, holiday (straight time), , and worker’s compensation leave shall not count as hours worked for overtime purposes. All other hours types not previously listed shall not count as hours worked for overtime purposes.

For purposes of overtime calculations all state paid incentive pay is not used when determining the hourly rate.

17.2 Any employee who is called back to work (after he/she has departed the workplace) for any unscheduled or unplanned events or circumstances shall be paid at the rate of one and one-half for all such hours worked, but in any event shall be guaranteed two hours minimum paid at such rate. This call-back pay can be converted to compensatory time.

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Employees will be compensated for the actual hours of attendance when attending a required training class.

17.3 Should a shift employee voluntarily switch shifts with another shift employee for the employee's convenience, no overtime compensation will be payable and the hours the employee worked as a substitute shall be excluded by the City in the calculation of the hours for which the employee is entitled to overtime compensation.

17.4 All such shift trading must be in accordance with Fire Department Policy concerning shift exchanges.

17.5 At the discretion of the Fire Chief, (employees eligible for overtime) will be eligible to accumulate compensatory time in lieu of paid overtime up to a maximum of one-hundred twenty hours (120 hours). Compensatory time will be earned at one and one-half hours per each hour of overtime worked. “The 120 hour limit” on accumulation of compensatory time will be monitored. If Comp Time Earned is received with the time sheet, the balance of accumulated compensatory time over 120 hours will be paid at the overtime rate. All accrued compensatory time may be paid out in the first pay period in September.

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ARTICLE 18

WAGES

18.1 Effective ~~October 1, 2021~~the first full pay period in October 2024, 2025, and 2026 Bargaining Unit Members shall receive wage increases of ~~$2.00 per hour only for~~ 5%~~the three-year period of this Agreement with subsequent increases on October 1, 2022 and October 1, 2023~~. ~~-~~Employees at the maximum of their pay range shall be given a one-time lump sum wage increase effective the first full pay period in each of the same years.

18.2 The Minimum and Maximum of each pay grade will increase ~~$1.50 per hour~~ 2.5% each October 1st~~-~~. The City will strive to establish and maintain a difference of 9-10% between each pay grade.

18.3 All wage provisions apply to the fiscal year beginning October 1, ~~2021~~ 2024 through the fiscal year ending September 30, ~~2024~~ 2027 and do not apply to any future years.

18.2 The pay for Paramedics includes ~~$1.65003 hourly~~$2.232 per hour effective the first year of the contract and $2.576 per hour effective the second year of the contract.

18.3 Employees who are promoted will receive a salary increase to the minimum of the pay grade ~~closest~~ in the position classification of which they are promoted to, and will then advance five percent (5%) up to a maximum of a seven and a half (7.5%) percent increase. Bargaining Unit Members who are promoted from Firefighter to Lieutenant will receive a salary increase to the minimum of the Lieutenant's pay grade or a maximum of Ten (10)-% whichever is greater.

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ARTICLE 19

UNIFORMS AND EQUIPMENT

As needed Pants **

T-shirts

Pair of Uniform Boots*

Fire Department Badge

Name Tag

Jacket

Belt

Rain Jacket and Pants

Complete set of Bunker Gear (NFPA approved)

Pair of shorts for physical training

Baseball cap

19.1 Bargaining Unit Members who work in positions where proper work shoe attire is a safety

concern will be provided a shoe/boot allowance of $120.00 (taxable) once per year in the first pay period in October. Shoes may be work shoes with or without steel toes. The City will determine if steel toe work shoes are required on a case by case basis. A receipt showing proof of purchase must be submitted before January 1 of each year. Failure to purchase the required footwear will result in the allowance being deducted from the employees second paycheck in January.

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ARTICLE 20

PROMOTIONAL VACANCIES

20.1 Notice of a promotional vacancy in an existing position filled by a Bargaining Unit Member covered by this Agreement shall be posted within a reasonable period of time after a notice of termination is accepted or after the acknowledgement of the vacancy is determined for a period of no less than five (5) working days. The Fire Chief shall determine the process to identify qualified candidates and the selection of personnel to fill vacancies.

20.2 Any Bargaining Unit Member of the City who has completed his or her probationary period of one year who is interested in filling the vacancy shall apply in writing to be considered for the position in accordance with the posted notice for such position.

The City agrees that the probationary period shall be six months duration of active duty. Where a probationary Bargaining Unit Member is incapacitated because of illness or injury the probationary period shall be extended to reflect that time off active duty.

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ARTICLE 21

PROBATIONARY EMPLOYEES

21.1 All new members in the Department shall be classified as probationary Bargaining Unit Members for the first three hundred and sixty-five (365) calendar days of continuous, uninterrupted employment during which time such Bargaining Unit Member s may be laid-off, disciplined, or discharged at the sole discretion of the City. Probationary Bargaining Unit Member s are not entitled to Union protection. Shorter periods of employment shall not be cumulative.

21.2 Employees who have been promoted to a new classification or selected to fill a vacancy within the bargaining unit shall serve a one hundred and eighty (180) calendar day probationary period in the new classification or filled position. If during the probationary period the promoted Bargaining Unit Member is found not to have the aptitude or ability for the position to which he was promoted, the Bargaining Unit Member will be moved to an open available position

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ARTICLE 22

SENIORITY

22.1 Definition - Seniority shall be defined as a length of employment with the City of Holly Hill itself. Seniority shall be acquired by a full time Bargaining Unit Member after completion of a one (1) year probationary period at which time seniority shall be retroactive to the first day of employment. All newly hired Bargaining Unit Members shall remain in a probationary status until successful completion of the probation period. The probation period shall not exceed one (1) year.

Accumulation - Seniority shall accumulate during absence because of illness, injury, vacation, or other authorized leave (except leave without pay).

Break in Seniority - Seniority shall be broken when a Bargaining Unit Member (a) is terminated voluntarily, (b) is discharged for just cause, or (c) exceeds an authorized leave of absence.

Retention Register - A. In the event of a necessary reduction in force, the City Manager or City Manager's designee shall prepare and maintain a retention register based upon seniority. When a position in a higher grade is abolished and becomes necessary to reduce the force, the Bargaining Unit Member lowest on the retention list is to be demoted to the next lower grade and the lowest on the retention list for the lower grade demoted to the next lower grade until the lowest grade is reached and then the lowest on the retention register is to be laid off with reinstatement privilege.

B. When ties exist on the retention register, seniority, work performance and attitude shall be used to determine the order of separation.

C. If more than one employee is hired on the same day or has the same adjusted date of employment, seniority shall be determined by the sequence of their social security numbers, the employee with the lowest social security number being considered the employee with the most seniority, subject to the provisions of Article 6.

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ARTICLE 23

PHYSICAL EXAMINATION & WORKERS COMPENSATION BENEFITS

23.1 A Bargaining Unit Member covered hereunder who is injured in the line of duty shall receive all rights and privileges as outlined in the Florida Statutes, Section 440, Workers Compensation.

At the request of the Fire Chief, the City Manager may direct any Bargaining Unit Member covered hereunder to submit to a physical and/or mental examination conducted by a physician. The sole purpose of such examination shall be to determine whether the Bargaining Unit Member has a physical or mental disability which impairs his effectiveness as a firefighter, limits his ability to perform his assigned duties or make his continuation in his job a danger to himself, the public or other department Bargaining Unit Members. In the event the City Manager, in consultation with the Fire Chief and the designated physician, determines that a non-job related disability does exist, the following action shall be taken.~~1.~~ If the designated physician determines that the disability can be corrected, the Bargaining Unit Member shall be allowed a specified time to have it corrected. During this period of time, and after consulting with the Fire Chief, the City Manager, in his discretion, may permit the Bargaining Unit Member to continue with his normal duties, reassign the Bargaining Unit Member to other duties with the City at a rate of pay consistent with the City pay plan or temporarily remove the Bargaining Unit Member from City service. Should the Bargaining Unit Member be temporarily removed from City service during the period of time specified for the correction of his disability, the Bargaining Unit Member may utilize his vacation leave, sick leave or leave without pay for the correctional period. However, if the Bargaining Unit Member fails to take the necessary steps to have the disability corrected within the specified period of time he shall be subjected to dismissal from City service.

23.2 If in the opinion of the designated physician, the disability cannot be corrected, the City

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Manager in consultation with the Fire Chief shall attempt to place the Bargaining Unit Member in another City position which, in the City Manager's discretion, the Bargaining Unit Member can perform satisfactorily. Nothing herein shall require the City Manager to create a position for the Bargaining Unit Member or place the Bargaining Unit Member in a position at a rate of pay consistent with the City Pay Plan which, in the City Manager's discretion, need not be filled. If the City Manager determines that the Bargaining Unit Member cannot successfully be placed in another position or if the City Manager in consultation with the Department Head involved, determines that the Bargaining Unit Member, once placed in another position, is unable to perform satisfactorily in that position, the City shall separate the Bargaining Unit Member from the City's service either through retirement, available under the City retirement system, or through dismissal.

Nothing contained in this Article shall apply to disabilities, which occurred prior to the effective date of this Agreement.

Attachment: IAFF - Final 2024-2027 - Track Changes (2024-R-70 : I.A.F.F. Union Contract - Ratifying a Three Year Agreement)

ARTICLE 24

SAFETY, HEALTH AND PHYSICAL FITNESS

24.1 PURPOSE

As part of its commitment to safeguard the safety, health and physical fitness of it's Bargaining Unit Members, to provide a safe place for its employees to work, and to promote physical fitness for its Bargaining Unit Members, the City and the Union will cooperate in the continuing objective of eliminating accidents and health hazards. The City and the Union will cooperate in the enforcement of safety rules and regulations and shall promote sound safety practices for the protection of Bargaining Unit Members. The City further agrees to promote physical fitness by providing time, equipment and educational material and classes whenever practical.

24.2 SAFETY

All protective devices, wearing apparel and other equipment, all as deemed reasonable and prudent by the City to protect Bargaining Unit Members from injury, shall be provided by the City. Such protective devices, apparel and equipment when provided, must be used. The Union agrees that neglect or failure by a Bargaining Unit Member to obey safety regulations or to use or maintain the safety equipment furnished by the City shall be basis for disciplinary action.

The fire station, all equipment and apparatus shall be maintained in a manner that will promote the elimination of accidents and make the workplace safer and less likely to cause injuries. All Bargaining Unit Member s are to report any and all unsafe conditions to the Fire Chief whenever found, immediately. The Union may consult with the City's safety committee and make recommendations in safety matters.

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24.3 HEALTH

Each Bargaining Unit Member shall complete an annual physical examination as provided and coordinated by the City.

24.4 PHYSICAL FITNESS

The City shall provide at least sixty (60) minutes each shift for every Bargaining Unit Member to participate in a physical fitness exercise of their choice. Such exercise is required and should be of a nature to improve the individual physical fitness of the Bargaining Unit Member. Such exercises shall consist of, but not be limited to one or more of the following: walking, running, aerobic calisthenics, nautilus, non-competitive basketball, non-competitive tennis and non-competitive racquetball. In the event that the amount of emergency calls for the shift are extreme or the shift has training that is physically demanding, the physical fitness time for the shift shall be suspended at the discretion of the shift commander.

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ARTICLE 25

HEALTH INSURANCE

25.1 The City agrees to provide hospital and medical coverage for the Bargaining Unit Member as follows:

a). The City shall pay the full premium for the individual coverage of the lowest Bargaining Unit Member only rate of the health insurance offered.

b). The City shall make no contribution to dependent coverage.

c). The City agrees to maintain a term life insurance policy for each Bargaining Unit Member covered by this Agreement equal to the Bargaining Unit Member's annual base salary up to $50,000.00. Each policy shall also provide for a double payment of benefit should death be a result of accidental injuries. Each policy shall also pay benefits for accidental dismemberment and loss of sight.

d) The City will pay $5,000.00 toward the funeral and burial expense of any Firefighter of the City of Holly Hill who is killed in the line of duty. Such benefit shall be in addition to any other benefits which Bargaining Unit Member's beneficiaries or dependent(s) are entitled to under the provisions of the Workers Compensation Act of the State of Florida or any other city, state or federal statute.

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ARTICLE 26

WORKING OUT OF CLASSIFICATION

26.1 A Bargaining Unit Member who works out of his or her classification for at least one full 24-hour shift in a classification which pays a higher rate than that of his or her own classification, shall be entitled to a five (5%) increase in pay during the period of such temporary assignment. Under no circumstances shall a Bargaining Unit Member's regular pay be reduced if temporarily assigned to work in a classification paying a lower rate than that of his or her own classification. Out-of-class pay is paid for all hours actually worked and excludes holidays, vacation, compensatory time used, etc.

26.2 The City may select any Bargaining Unit Member from a lower classification to temporarily fill a higher classification position.

A Bargaining Unit Member who is temporarily assigned to a position of higher rank for a period of more than thirty (30) calendar days shall be entitled to a five (5%) increase or be paid the minimum of the position, whichever is greater, for the period of time the Bargaining Unit Member is so assigned.

26.3 If the Bargaining Unit Member selected for a temporary position is not selected to the permanent position, this Bargaining Unit Member shall be returned to his previous classification and pay rate.

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ARTICLE 27

DISCIPLINARY ACTION

27.1 In the event a Bargaining Unit Member is discharged, suspended or demoted, the City agrees that they shall be provided with written notification of the discharge, suspension or demotion. The notification shall include specific charges or violations of rules and shall describe the specific reasons which caused the action to be taken.

27.2 Upon request, a Bargaining Unit Member may obtain a copy of any statement which they personally have given to the City or the department in connection with any investigation based upon which disciplinary action can or will be taken against the Bargaining Unit Member. At the time of such request, the Bargaining Unit Member shall be required to pay all costs relating to the copy of their statement.

27.3 In the event a Bargaining Unit Member becomes the subject of the formal departmental or City investigation arising from a citizen complaint or allegation, the department or the City, whichever is appropriate, shall notify the Bargaining Unit Member of the disposition of the complaint upon the conclusion of the formal investigation.

No discipline, except demotion and termination, shall become effective until such time a bargaining unit member's appeals process is completed through Step 3 of the grievance process or such time for a grievance has expired.

27.4 The time to initiate an investigation is 10 working days from the time management is made aware of the violation. Disciplinary action may be taken at the conclusion of the investigation which shall not exceed 10 additional days.

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ARTICLE 28

GRIEVANCE AND ARBITRATION PROCEDURE

28.1 In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application or interpretation of this Agreement. A grievance shall be defined as any alleged violation of the specific terms of this Agreement. Disciplinary actions that can be grieved are limited to – suspensions, demotions and terminations.

28.2 Grievances shall be processed in accordance with the following Union procedure. The ten (10) day time frame commences immediately upon the Bargaining Unit Member's or member of management's return from compensated leave in each Step of this process:

Step 1. The grievant or the Union shall present in writing his or her grievance to his or her immediate supervisor within ten (10) working days of the occurrence of the action giving rise to the grievance. (Working days are defined as Monday through Friday). The grievant or the supervisor may request that a Union Steward or local Union Representative be present. Discussions will be informal for the purpose of settling the alleged difference in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate it in writing to the grievant within ten (10) working days from the date the grievance was presented to him or her.

Step 2. If the grievance is not settled at the first step, the grievant within ten (10) working days of the answer in the first step, shall present it to the Department Head or his or her designee. The Department Head or his or her designee shall investigate the alleged grievance and shall within ten (10) working days of receipt of the written grievance conduct a meeting between himself or herself, his or her representatives if needed and the grievant. The grievant may be accompanied at this

Attachment: IAFF - Final 2024-2027 - Track Changes (2024-R-70 : I.A.F.F. Union Contract - Ratifying a Three Year Agreement)

meeting by a Local Union Representative. The Department Head or his or her designee shall notify the grievant of his or her decision not later than ten (10) working days following the meeting date.

Step 3. If the grievance is not settled at the second step, the grievant within ten (10) working days shall present the written grievance to the City Manager or his or her designee. The City Manager or his or her designee shall investigate the alleged grievance and shall within ten (10) working days following receipt of the written grievance conduct a meeting between himself or herself, his or her representatives if needed and the grievant. The grievant may be accompanied at this meeting by a Local Union Representative. The City Manager or his or her designee shall notify the grievant in writing of his or her decision not later than ten (10) working days following the meeting date.

Step 4. If a grievance as defined in this Article, has not been satisfactorily resolved within the grievance procedure, the Union may request arbitration in writing no later than ten (10) working days after the City Manager's response is due in Step 3 of the Grievance Procedure to the American Arbitration Association with a copy to the City Manager. The sole function of that body is to assist in the selection of the arbitrator. It should be noted that nothing contained in this Article shall prevent any Bargaining Unit Member covered by this Agreement from processing his or her own grievance unassisted through this grievance procedure.

The arbitration shall be conducted under the rules of the American Arbitration Association subject to the following:

a. The arbitrator shall have the jurisdiction and authority to decide a grievance as defined in this Article and to enforce compliance with the terms and conditions of the Agreement;

b. However, the arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto;

c. The arbitrator shall have no authority to consider or rule upon any matter which is not a

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grievance as defined in this Article, or which is not specifically covered by this Agreement;

d. The arbitrator may not issue declaratory or advisory opinions and shall confine himself or herself exclusively to the question which is presented to him or her which questions must be actual and existing;

e. Copies of the award of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties within thirty (30) days of the hearing. and shall be final and binding upon both parties; however, either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court. The parties agree that the standard of review of the arbitrator's decision shall be whether the record evidence establishes that the grieving party proved that the action taken by the non-grieving party violated a specific provision of this Agreement. If the Court determines that an appeal was completely frivolous and taken in bad faith, it may assess the costs of the appeal against the losing party.

f. Each party shall bear the expenses of its own witnesses and its own representatives. The parties shall bear equally the expenses of the impartial arbitrator. Any party requesting a copy of the transcript of such arbitration hearing shall bear the cost of same.

28.3 The time indicated on all steps may be extended by mutual agreement in writing.

When a grievance is reduced to writing there shall be set forth;

1. A complete statement of the grievance and facts upon which it is based.
2. The section or sections of this Agreement claim to have violated; and
3. The remedy or correction requested.

28.4 A grievance not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City to answer within the time limit set forth in any step will entitle the

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Bargaining Unit Member to proceed to the next step.

28.5 The settlement of any grievance resulting in retroactive adjustment shall be limited to the five (5) working days prior to filing the grievance in Step 1.

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ARTICLE 29

EDUCATION

29.1 When the best interest of the City is served by seminars, or classes, the Fire Chief may recommend to the City Manager that the City bear the cost of text books and tuition required in accordance with the City's educational reimbursement policy, a copy of same being attached hereto and incorporated by reference. The Fire Chief has the authority to approve any course in accordance with the guidelines as set forth in Section 8.2, Educational Reimbursement, of the Personnel Rules and Regulations, dated for probationary and permanent, full-time Bargaining Unit Members. The total cost shall not exceed $1,200 per fiscal year for each Bargaining Unit Member. Final approval must be granted by the City Manager.

29.2 Lieutenants: The City shall provide training for in-state conferences to provide continuing education for either EMS or Fire Science related classes or seminars, not to exceed $1,200.00 per employee per year during the first, second and third year of this contract. This shall be education above and beyond normal recertification classes that are needed to maintain current levels of certification. Each officer shall rotate the year of training. Example: 2021/2022– A Shift Lieutenant2022/2023– B and 2023/2024 C Shift Lieutenant. Each eligible employee may switch year of attending training, working schedule around their own re-certification due date.

All portions of this article can be restricted due to budgetary constraints as determined by the City Manager.

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ARTICLE 30

PERSONNEL RULES AND REGULATIONS

30.1 Unless specifically addressed in this Contract, the City of Holly Hill Personnel Rules and Regulations, ~~2018~~2024, shall govern the hiring, promotion, and termination of Bargaining Unit Members. The City of Holly Hill Personnel Rules and Regulations, dated 2024 and any amendments as adopted by the City Commission, shall also govern the Drug Free Workplace Policy. However, the ~~grievance procedure set forth in the Civil Service Act and Civil Service Ordinance shall not apply to this bargaining unit contract. The~~ City and the Union agree that Article 27 of this contract defines the grievance and arbitration procedure to be utilized by Bargaining Unit Members.

30.2 Except as modified by a specific provision of this Agreement, and Holly Hill Fire Department administrative or operations manuals and any amendments or modification thereto shall govern the Bargaining Unit Members covered hereunder. Should the City exercise its discretion to amend or modify any provision of the Personnel Policies, Rules & Regulations, and/or Administrative Policies and/or Model Operating Guidelines, it shall e-mail, in pdf format, a copy of such amendment or modification to the Union at least ten (10) days prior to the proposed date. If the Union contends said change is subject to collective bargaining, the Union shall notify the City by e-mail. If the City agrees with the Union's contention, collective bargaining regarding said change shall begin as soon as reasonably possible. If the City disagrees with the Union's contention, the City shall implement said change without collective bargaining and the Union shall have the right to file a grievance or unfair labor practice claim against the City if so desired. The Union has all rights to the grievance procedures and other state or federal laws in resolving disputes as to contested changes.

30.3 Amendments, revisions or modification of rules, regulations, Administrative Polices and/or Model Operating Guidelines or policies that conflict with the terms of this Agreement are invalid

Attachment: IAFF - Final 2024-2027 - Track Changes (2024-R-70 : I.A.F.F. Union Contract - Ratifying a Three Year Agreement)

unless this Agreement is likewise altered as agreed upon by the parties.

The Union agrees that its members shall comply with all rules and regulations. No disciplinary action will be taken for violation of a posted rule or regulation until at least ninety-six (96) hours after posting.

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ARTICLE 31

~~PERSONNEL POLICIES, RULES & REGULATIONS~~

~~31.1 Except as modified by a specific provision of this Agreement, and Holly Hill Fire Department administrative or operations manuals and any amendments or modification thereto shall govern the Bargaining Unit Members covered hereunder. Should the City exercise its discretion to amend or modify any provision of the Personnel Policies, Rules & Regulations, and/or Administrative Policies and/or Model Operating Guidelines, it shall e-mail, in pdf format, a copy of such amendment or modification to the Union at least ten (10) days prior to the proposed date. If the Union contends said change is subject to collective bargaining, the Union shall notify the City by e-mail. If the City agrees with the Union's contention, collective bargaining regarding said change shall begin as soon as reasonably possible. If the City disagrees with the Union's contention, the City shall implement said change without collective bargaining and the Union shall have the right to file a grievance or unfair labor practice claim against the City if so desired. The Union has all rights to the grievance procedures and other state or federal laws in resolving disputes as to contested changes.~~

~~31.2 Amendments, revisions or modification of rules, regulations, Administrative Polices and/or Model Operating Guidelines or policies that conflict with the terms of this Agreement are invalid unless this Agreement is likewise altered as agreed upon by the parties.~~

~~The Union agrees that its members shall comply with all rules and regulations. No disciplinary action will be taken for violation of a posted rule or regulation until at least ninety-six (96) hours after posting.~~

This Article left blank for future use.

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Attachment: IAFF - Final 2024-2027 - Track Changes (2024-R-70 : I.A.F.F. Union Contract - Ratifying a Three Year Agreement)

ARTICLE 32

SHIFT EXCHANGE

32.1 The City agrees to shift exchanges being granted upon approval by the Shift Officers involved. Final approval shall be from the Fire Chief.

ARTICLE 33

FIREFIGHTERS PENSION

33.1 The provisions and guidelines are set forth in Ordinance Number 2788 which was adopted by City Commission on December 12, 2006.

The changes to the Firefighters' Pension listed below ~~will become~~became effective on October 1, 2009:

Sec. 42-83. Benefit amounts and eligibility.

(g). Supplemental retirement benefit. Each retiree, not including DROP participants shall receive a monthly retiree supplemental retirement payment equal to the number of years of credited service completed at the time of the member's retirement, not including years in the DROP, multiplied by $19.00, of which shall commence as of the date upon which such member commences retirement, and which shall continue thereafter until the first day of the month next following the member's attainment of "retirement age", as such term is defined by 42 U.S.C. Section 416(L).

(h). Deferred retirement option program.

(8) Maximum participation: A member may participate in the DROP for a maximum of five years (60 months). At the conclusion of the five years, the member's city employment shall be terminated due to retirement, pursuant to this section.

Sec. 42-85. Contributions

(a). Member contributions.

(1). Amount. Effective, October 1, 2015, each member of the Firefighter Pension System shall be required to make regular contributions to the fund in the amount of seven (7) percent of his/her salary.

The changes to the Firefighters' Pension listed below becomes effective on October 1, 2024:

Sec. 42-69. Vesting

For employees hired after October 1, 2024, if a member terminates his employment as a firefighter, either voluntarily or by discharge, and is not eligible for any other benefits under this system, the member shall be entitled to the following:

Attachment: IAFF - Final 2024-2027 - Track Changes (2024-R-70 : I.A.F.F. Union Contract - Ratifying a Three Year Agreement)

(1) If the member has less than eight years credited service upon termination, the member shall be entitled to a refund of his accumulated contributions or the member may leave it deposited with the fund.

(2) If the member has eight or more years of credited service upon termination, the member shall be entitled to a monthly retirement benefit, determined in the same manner as for normal or early retirement and based upon the member's credited service, average final compensation and the benefit accrual rate as of the date of termination, payable to him commencing at the member's otherwise normal or early retirement date, determined based upon actual years of credited service, provided he does not elect to withdraw his accumulated contributions and provided the member survives to hi otherwise normal or early retirement date. If the member does not withdraw his accumulated contributions and does not survive to his otherwise normal or early retirement date, his designated beneficiary shall be entitled to a benefit as provided herein for a deceased member, vested or eligible for retirement under preretirement death.

Attachment: IAFF - Final 2024-2027 - Track Changes (2024-R-70 : I.A.F.F. Union Contract - Ratifying a Three Year Agreement)

ARTICLE 34

MISCELLANEOUS PROVISION

34.1 If any provision of this Contract or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Contract shall remain in full force and effect.

34.2 All appendices and amendments of this Contract shall be numbered (or lettered), dated and signed by the responsible parties and shall be subject to all the provisions of this Contract.

34.3 All rights, privileges, and working conditions enjoyed by the Bargaining Unit Members at the present time which are not included in this agreement, and which are not reserved by the City under management rights or included in the City's SOP, shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement unless changed by mutual consent.

34.4 The agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

Attachment: IAFF - Final 2024-2027 - Track Changes (2024-R-70 : I.A.F.F. Union Contract - Ratifying a Three Year Agreement)

ARTICLE 35

FIREFIGHTER'S BILL OF RIGHTS

35.1 The City and the Union agree to abide by the Firefighter's Bill of Rights, Florida Statutes, Section 112.80.

Attachment: IAFF - Final 2024-2027 - Track Changes (2024-R-70 : I.A.F.F. Union Contract - Ratifying a Three Year Agreement)

ARTICLE 36

TOBACCO USE

36.1 All Bargaining Unit Member s are not permitted to use tobacco products at any time (on-duty or off-duty) and must comply with such prohibitions as a condition of hire and continued employment. Bargaining Unit Member s will be required to sign an affidavit at time of hire and thereafter, annually, each October 1, acknowledging non-use of tobacco products.

36.2 Violation of Section 36.1 will result in a one-shift suspension for a first offense, a three-shift suspension for a second offense and termination (discharge) for a third offense
For the purpose of Article 36, “Smoking” means inhaling, exhaling, burning, carrying or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, water-pipes, hookahs or any other lighted tobacco products, as well as any product consumed in a similar manner; or the use of an electronic cigarette or any other device intended to simulate lighted tobacco use.

36.3 “Tobacco products” means cigarettes, cigars, pipe tobacco, hookah, smokeless tobacco, snuff, chewing tobacco, smokeless pouches, dissolvable tobacco products like orbs (dissolvable tobacco pellets), sticks, and strips or any other forms of ignitable or smokeless tobacco.

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ARTICLE 37

ENTIRE AGREEMENT

37.1 This agreement shall remain in effect for a three-year period beginning October 1, ~~2021~~ 2024 and continuing through September 30, ~~2024~~2027.

Attachment: IAFF - Final 2024-2027 - Track Changes (2024-R-70 : I.A.F.F. Union Contract - Ratifying a Three Year Agreement)

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this Agreement on this.

FOR: International Association of Firefighters (I.A.F.F.) Local #3470

_____
Peter Matranga, President

_____
Aaron Siegel, Vice President

_____
Brandon Davis, Secretary

FOR: City of Holly Hill, Florida

_____
Chris Via, Mayor

_____
Joseph Forte, City Manager

_____
Jeaneen Witt, Human Resources Manager

_____
James Bland, Fire Chief

Attachment: IAFF - Final 2024-2027 - Track Changes (2024-R-70 : I.A.F.F. Union Contract - Ratifying a Three Year Agreement)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **September 24, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the State of Florida Drinking Water State Revolving Fund Planning, Design, and Construction Agreement DW6410B0; Designating the Authorized Representative; Providing for Capital Funding; Providing for Assurances, and Providing for Conflicts; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-71**
APPLICANT:
PLANNER:

DISCUSSION:

The City Commission authorized a Supplemental Appropriation application for Hurricanes Fiona and Ian (SAHFI) grant by the Florida Department of Environmental Protection (FDEP) by Resolution 2024-R-45 on June 11, 2024. The application requested up to $11.25 million dollars in wastewater facility improvements. Subsequently, the City completed the application by adopting the Water "Facility Plan" by Resolution 2024-R-49 to guide the SAHFI planned improvements as developed by the engineer of record, Mead and Hunt. The goal of the "Facility Plan" was to create a more resilient water operation.

The SAFHI grant is funded by Federal Environmental Protection Agency to help mitigate storm damages. The SAHFI grant monies are being administered through the Florida State Revolving Funds (SRF) loan program with a "no payment" obligation. The contract award known as the, "Drinking Water State Revolving Funding Planning, Design, and Contract Loan Agreement DW6410B0," is attached as Exhibit A. The ratification of the agreement will provide funding for the "Facility Plan" wastewater improvements.

FISCAL ANALYSIS:

Capital Project 24-WA-06 was created for this SAHFI project. With the ratification of the SAHFI agreement, the SRF loan program will provide up to $11.25 million dollars in funding for the water improvements associated with the Capital Project. The funding will be provided as on-going monthly reimburse for all eligible expenses up to the agreement limit with a "no payment" obligation. Engineering services, permitting and construction expenses consistent with the agreement will be brought back to the City Commission for approval pursuant to the City Purchasing Policy.

Expenditures for this project will be made through general ledger account 400-8110-580-6300 and offsetting revenues received to general ledger account 4001-0000-331-3101.

STAFF RECOMMENDATION:

The City Commission to review and approve the, "Drinking Water State Revolving Funding Planning, Design, and Contract Loan Agreement DW6410B0," authorize the City Mayor to sign the agreement and the City Manager to implement all technical, financial and administrative activities to implement the agreement.

COMMISSION GOALS:

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

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

MOTION:

THE CITY COMMISSION APPROVE THE STATE OF FLORIDA DRINKING WATER STATE REVOLVING FUND PLANNING, DESIGN, AND CONSTRUCTION AGREEMENT DW6410B0; DESIGNATING THE AUTHORIZED REPRESENTATIVE; PROVIDING FOR CAPITAL FUNDING; PROVIDING FOR ASSURANCES, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ATTACHMENTS:

- Drinking Water State Revolving Funding Planning, Desgn, and Contract Loan Agreement DW6410B0 (PDF)

Resolution No. 2024-71

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE STATE OF FLORIDA DRINKING WATER STATE REVOLVING FUND PLANNING, DESIGN, AND CONSTRUCTION AGREEMENT DW6410B0; DESIGNATING THE AUTHORIZED REPRESENTATIVE; PROVIDING FOR CAPITAL FUNDING; PROVIDING FOR ASSURANCES, AND PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE STATE OF FLORIDA DRINKING WATER STATE REVOLVING FUND PLANNING, DESIGN, AND CONSTRUCTION AGREEMENT DW6410B0; DESIGNATING THE AUTHORIZED REPRESENTATIVE; PROVIDING FOR CAPITAL FUNDING; PROVIDING FOR ASSURANCES, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the water treatment plant (WTP) improvements and resiliency upgrades; and

WHEREAS, the City Commission authorized a Supplemental Appropriation application for Hurricanes Fiona and Ian (SAHFI) grant by the Florida Department of Environmental Protection (FDEP) loan program by Resolution 2024-R-45 on June 11, 2024; and

WHEREAS, the United States Environmental Protection Agency sponsored the SAHFI program through the FDEP as a no-repayment loan; and

WHEREAS, the City was awarded the Drinking Water State Revolving Funding (SRF) Planning, Design, and Contract Loan Agreement DW6410B0 for resiliency improvements to the WTP for $ 11,250,000.00; and

WHEREAS, the SRF loan revenues will be used to fund WTP resilient capital improvements.

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

SECTION 1. The City of Holly Hill, Florida accepts the Drinking Water State Revolving Funding (SRF) Planning, Design, and Contract Loan Agreement DW6410B0

providing $11,250,000.00 in Capital Funding for the WTP.

SECTION 2. The SRF Loan is a no-payment obligation loan sponsored by the United States Environmental Protection Agency through the FDEP with no City revenues pledged for the repayment of this loan.

SECTION 3. The City Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor is authorized to represent the City in carrying out the City's responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate City Manager to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION 4. The legal authority for borrowing moneys to construct this Project is Section 166.111, Florida Statutes and Section 403.8532, Florida Statutes.

SECTION 5. That the City Commission of Holly Hill does hereby grant approval for the City Manager to perform amendments to utilize utility reserves funds for the capital WTP Project 24-WA-06 that was created for this SAHFI project account 400-8110-580-6300 where upon it will be repaid with receipt of reimbursement funds awarded by loan agreement DW6410B0 with the FDEP.

SECTION 6. All Resolutions or part of Resolutions in conflict with any of the provisions of this resolution are hereby repealed.

SECTION 7. 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 8. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on the 24th day of SEPTEMBER, 2024.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

CITY OF HOLLY HILL, FLORIDA

DRINKING WATER STATE REVOLVING FUND
PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT
DW6410B0

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard, MS 3505
Tallahassee, Florida 32399-3000

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DRINKING WATER STATE REVOLVING FUND PLANNING, DESIGN, AND CONSTRUCTION LOAN AGREEMENT

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DRINKING WATER STATE REVOLVING FUND

PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT

DW6410B0

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF HOLLY HILL, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as "Parties" or individually as "Party".

RECITALS

Pursuant to Section 403.8532, Florida Statutes and Chapter 62-552, Florida Administrative Code, the Department is authorized to make loans to finance the planning, design and construction of public water systems; and

Executive Order No. 22-218 and 22-229 declared a state of emergency in Florida due to Hurricane Ian which made landfall on September 28, 2022 and the Department adopted Emergency Final Order OGC No. 22-2686 to address such emergency conditions; and

The Project Sponsor applied for the financing of the Project, and the Department has determined that such Project meets requirements for a Loan and Principal Forgiveness to address immediate health and safety needs attributed to Hurricane Ian.

AGREEMENT

In consideration of the Department loaning money to the Project Sponsor, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

(1) "Agreement" or "Loan Agreement" shall mean this planning, design, and construction loan agreement.

(2) "Authorized Representative" shall mean the official of the Project Sponsor authorized by ordinance or resolution to sign documents associated with the Loan.

(3) "Depository" shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than $50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(4) "Design Activities" shall mean the design of work defined in the approved planning document that will result in plans and specifications, ready for permitting and bidding, for an eligible construction project.

(5) "Final Amendment" shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount.

(6) "Final Unilateral Amendment" shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06.

(7) "Financial Assistance" shall mean Principal Forgiveness funds or Loan funds.

(8) "Financing Rate" shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan.

(9) "Gross Revenues" shall mean all income or earnings received by the Project Sponsor from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(10) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(11) "Loan Application" shall mean the completed form which provides all information required to support obtaining planning, design, and construction loan financial assistance.

(12) "Local Governmental Entity" means a county, municipality, or special district.

(13) "Operation and Maintenance Expense" shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(14) "Planning Activities" shall mean the planning or administrative work necessary for the Project Sponsor to qualify for Drinking Water State Revolving Fund financing for construction of drinking water facilities.

(15) "Principal Forgiveness" shall mean the amount of money awarded pursuant to this Agreement and subsequent amendments that is not to be repaid.

(16) "Project" shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to plan, design, and construct the Supplemental Appropriation for Hurricanes Fiona and Ian drinking water project. The Project is an Equivalency Project as defined in Chapter 62-552, Florida Administrative Code.

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(17) "Utility System" shall mean all devices and facilities of the Water System owned by the Project Sponsor.

(18) "Water System" shall mean all facilities owned by the Project Sponsor for supplying and distributing water for residential, commercial, industrial, and governmental use.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public entities, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Project Sponsor warrants, represents and covenants that:

(1) The Project Sponsor has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Project Sponsor currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Project Sponsor's knowledge, threatened, which seeks to restrain or enjoin the Project Sponsor from entering into or complying with this Agreement.

(4) The Project Sponsor knows of no reason why any future required permits or approvals associated with the Project are not obtainable.

(5) The Project Sponsor shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Project Sponsor shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Project Sponsor's actions or omissions in its planning, design, and construction activities financed by this Loan or its operation of the Project.

(7) All Project Sponsor representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Project Sponsor to the Department was current and correct as of the date such information was delivered. The Project Sponsor shall comply with Chapter 62-552, Florida Administrative Code, and all applicable State and Federal laws,

rules, and regulations which are identified in the Loan Application or Agreement. Minority and Women's Business Enterprise goals as stated in the plans and specifications apply to this Project. To the extent that any assurance, representation, or covenant requires a future action, the Project Sponsor shall take such action to comply with this agreement.

(8) The Project Sponsor shall maintain records using Generally Accepted Accounting principles established by the Financial Accounting Standards Board. As part of its bookkeeping system, the Project Sponsor shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Loan disbursement receipts.

(9) RESERVED.

(10) Pursuant to Section 216.347 of the Florida Statutes, the Project Sponsor shall not use this Loan for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Project Sponsor agrees to complete the Project in accordance with the schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Government are excepted.

(12) The Project Sponsor covenants that this Agreement is entered into for the purpose of completing the Project which will in all events serve a public purpose. The Project Sponsor covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(13) RESERVED.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Project Sponsor's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that this Agreement has been duly authorized by the Project Sponsor and shall constitute a valid and legal obligation of the Project Sponsor enforceable in accordance with its terms upon execution by both parties.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Project Sponsor agrees to the following audit and monitoring requirements.

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(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
SJ-03D10824-0	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	$11,250,000	140129

(2) Audits.

(a) In the event that the Project Sponsor expends $750,000 or more in Federal awards in its fiscal year, the Project Sponsor must have a Federal single audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the Project Sponsor shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F. An audit of the Project Sponsor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Project Sponsor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part 200, Subpart F.

(c) If the Project Sponsor expends less than $750,000, in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, is not required. The Project Sponsor shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Project Sponsor. In the event that the Project Sponsor expends less than $750,000, in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Project Sponsor resources obtained from other than Federal entities).

(d) The Project Sponsor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by 2 CFR Part 200, Subpart F, by or on behalf of the Project Sponsor directly to each of the following:

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(i) The Department at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-30000

or

Electronically:
FDEPSingleAudit@dep.state.fl.us

(ii) The Federal Audit Clearinghouse designated in 2 CFR Section 200.501(a) at the following address:

https://harvester.census.gov/facweb/

(iii) Other Federal agencies and pass-through entities in accordance with 2 CFR Section 200.512.

(b) Pursuant to 2 CFR Part 200, Subpart F, the Project Sponsor shall submit a copy of the reporting package described in 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a)(i) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Project Sponsors, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Project Sponsor in correspondence accompanying the reporting package.

(4) Record Retention.

The Project Sponsor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Project Sponsor shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

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(5) Monitoring.

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, Subpart F., and/or other procedures. By entering into this Agreement, the Project Sponsor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Project Sponsor is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Project Sponsor will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

ARTICLE III – RESERVED.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

After the Department's environmental review has been completed, the Project Sponsor shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Project Sponsor shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4.02. TITLE TO PROJECT SITE.

The Project Sponsor shall have an interest in real property or necessary approvals sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use. The Authorized Representative shall submit a clear site title certification by the date set forth in Section 10.07 of this Agreement.

4.03. PERMITS AND APPROVALS.

The Project Sponsor shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

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4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Project Sponsor to oversee construction.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Project Sponsor is prohibited from selling, leasing, or disposing of any part of the Utility System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendments thereto, is in effect unless the written consent of the Department is first secured. The Project Sponsor may be required to reimburse the Department for the Principal Forgiveness funded cost of any such part, taking into consideration any increase or decrease in value.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Project Sponsor covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete the Project and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Project Sponsor's covenants to complete and place the Project in operation.

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan or Principal Forgiveness requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs.

4.08. DISBURSEMENTS.

Disbursements shall be made only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. Disbursements shall be made directly to the Project Sponsor for reimbursement of the incurred planning, design, and construction costs and related services.

Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work, and proof of payment.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Project Sponsor is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RESERVED.

5.02. NO FREE SERVICE.

The Project Sponsor shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge therefore based on the Project Sponsor's uniform schedule of rates, fees, and charges.

5.03. RESERVED.

5.04. NO COMPETING SERVICE.

The Project Sponsor shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Project Sponsor shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Project Sponsor may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

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5.07. COLLECTION OF REVENUES.

The Project Sponsor shall use its best efforts to collect all rates, fees and other charges due to it. The Project Sponsor shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Project Sponsor shall, to the full extent permitted by law, cause to discontinue the services of the Utility System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Utility System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) RESERVED.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.15, below, and such failure shall continue for a period of 30 days after written notice thereof to the Project Sponsor by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Project Sponsor contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Project Sponsor shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Project Sponsor, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Project Sponsor, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Project Sponsor, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Project Sponsor, for the purpose of effecting a composition between the Project Sponsor and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Project Sponsor under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Project Sponsor, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Project Sponsor by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Project Sponsor to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, to fulfill this Agreement.

(2) By action or suit in equity, require the Project Sponsor to account for all moneys received from the Department.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Utility System, establish and collect fees and charges.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Project Sponsor, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

Attachment: Drinking Water State Revolving Funding Planning, Desgn, and Contract Loan Agreement DW6410B0 (2024-R-71 : Approval of the

Attachment: Drinking Water State Revolving Funding Planning, Desgn, and Contract Loan Agreement DW6410B0 (2024-R-71 : Approval of the

ARTICLE VII - RESERVED

ARTICLE VIII - GENERAL PROVISIONS

8.01. RESERVED.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Project Sponsor has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Project Sponsor shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Project Sponsor shall cause its engineers and contractors to provide copies of relevant records and statements for inspection and cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Project Sponsor. The Project Sponsor shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended, in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all construction contracts are executed to re-establish the Project cost and Project schedule. A Final Amendment establishing the final Project costs shall be completed after the Department's final inspection of the Project records.

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Project Sponsor to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Project Sponsor, suspend or terminate this Agreement.

(1) Failure of the Project Sponsor to draw on the Loan proceeds within eighteen months after the effective date of this Agreement, or by the dates set in Section 10.07 for submittal and approval of Planning and/or Design Activities, whichever date occurs first.

(2) Failure of the Project Sponsor, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.07) and provide written notification of Final Unilateral Amendment to the Project Sponsor.

In the event that following the execution of this Agreement, the Project Sponsor decides not to proceed with this Loan, this Agreement can be cancelled by the Project Sponsor, without penalty, if no funds have been disbursed.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. SIGNAGE.

The Project Sponsor agrees to comply with signage guidance in order to enhance public awareness of EPA assistance agreements nationwide. A copy of this guidance is listed on the Department's webpage at https://floridadep.gov/wra/srf/content/state-revolving-fund-resources-and-documents as "Guidance for Meeting EPA's Signage Requirements".

8.09. DAVIS-BACON ACT REQUIREMENTS.

(1) The Project Sponsor shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Project Sponsors shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Project Sponsor must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Project Sponsor shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Project Sponsor shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Project Sponsors must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Project Sponsor shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

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(3) The Project Sponsor shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Project Sponsors must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: https://www.epa.gov/grants/interim-davis-bacon-act-guidance.

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Project Sponsor's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Project Sponsor has obtained a waiver pertaining to the Project or the Department has advised the Project Sponsor that the requirement is not applicable to the Project.

8.11. RESERVED.

8.12. RESERVED.

8.13. PUBLIC RECORDS ACCESS.

(1) The Project Sponsor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Project Sponsor shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Project Sponsor to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Project Sponsor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(3) IF THE PROJECT SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROJECT SPONSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at public.services@dep.state.fl.us, **or at the mailing address below:**

Attachment: Drinking Water State Revolving Funding Planning, Desgn, and Contract Loan Agreement DW6410B0 (2024-R-71 : Approval of the

Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399

8.14. SCRUTINIZED COMPANIES.

(1) The Project Sponsor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Project Sponsor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Project Sponsor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.15. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Project Sponsor under this Agreement in the following events, as determined by the Department:

(1) The Project Sponsor abandons or discontinues the Project before its completion,

(2) The commencement, prosecution, or timely completion of the Project by the Project Sponsor is rendered improbable or the Department has reasonable grounds to be insecure in Project Sponsor's ability to perform, or

(3) The implementation of the Project is determined to be illegal, or one or more officials of the Project Sponsor in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Project Sponsor of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Project Sponsor shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Project Sponsor prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Project Sponsor, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

8.16. CIVIL RIGHTS.

The Project Sponsor shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246, as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

8.17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The Project Sponsor and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

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Attachment: Drinking Water State Revolving Funding Planning, Desgn, and Contract Loan Agreement DW6410B0 (2024-R-71 : Approval of the

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

(1) Proof of advertising.

(2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).

(3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.

(4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.

(5) Certification by the Authorized Representative that affirmative steps were taken to encourage Minority and Women's Business Enterprises participation in Project construction.

(6) Current certifications for Minority and Women's Business Enterprises participating in the contract. If the goals as stated in the plans and specifications are not met, documentation of actions taken shall be submitted.

(7) Certification that the Project Sponsor and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(8) Certification that all procurement is in compliance with Sections 8.10 which states that all iron and steel products, manufactured products, and construction materials used in the Project must be produced in the United States unless (a) a waiver is provided to the Project Sponsor by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Project Sponsor shall submit:

(1) Contractor insurance certifications.

(2) Executed Contract(s).

(3) Notices to proceed with construction.

9.03. INSURANCE REQUIRED.

The Project Sponsor shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Project Sponsor shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is $11,250,000. Of that, the estimated amount of Principal Forgiveness is $11,250,000.

10.02. RESERVED.

10.03. RESERVED.

10.04. RESERVED

10.05. RESERVED.

10.06. PROJECT COSTS.

The Project Sponsor and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. If the Project Sponsor receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as the result of an audit.

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Attachment: Drinking Water State Revolving Funding Planning, Desgn, and Contract Loan Agreement DW6410B0 (2024-R-71 : Approval of the

The Project Sponsor agrees to the following estimates of Project costs:

CATEGORY	PROJECT COSTS ($)
Planning Activities	0
Design Activities	800,000
Construction	9,045,455
Contingencies	904,545
Technical Services After Bid Opening	500,000
SUBTOTAL (Disbursable Amount)	11,250,000
Less Principal Forgiveness	(11,250,000)
TOTAL (Loan Amount)	0

10.07. SCHEDULE.

The Project Sponsor agrees by execution hereof:

(1) This Agreement shall be effective on February 14, 2024. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Initial submittal of Planning Activities is scheduled for July 15, 2025. Planning Activities must be approved by the Department before reimbursement for Design Activities.

(3) Initial submittal of Design Activities is scheduled for May 15, 2026. Design Activities must be approved by the Department before reimbursement for Construction.

(4) A clear site title certification shall be submitted no later than May 15, 2026.

(5) Evidence that permitting requirements have been satisfied for all Project facilities proposed for construction loan funding no later than May 15, 2026.

(6) Completion of Project construction is scheduled for May 15, 2028.

10.08. SPECIAL CONDITION.

Prior to execution of this Agreement, a signed contract between the engineering consulting firm and the Project Sponsor with specific details of the design work to be completed.

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Attachment: Drinking Water State Revolving Funding Planning, Desgn, and Contract Loan Agreement DW6410B0 (2024-R-71 : Approval of the

ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement DW6410B0 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for
CITY OF HOLLY HILL

_____
Mayor

Attest:

I attest to the opinion expressed in Section 2.02, entitled Legal Authorization.

_____
City Clerk

_____
City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____
Secretary or Designee

_____
Date

Attachment: Drinking Water State Revolving Funding Planning, Desgn, and Contract Loan Agreement DW6410B0 (2024-R-71 : Approval of the

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **September 24, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the State of Florida Clean Water State Revolving Fund Planning, Design, and Construction Agreement WW6410A0; Designating the Authorized Representative; Providing for Capital Funding; Providing for Assurances, and Providing for Conflicts; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-72**
APPLICANT:
PLANNER:

DISCUSSION:

The City Commission authorized a Supplemental Appropriation application for a Hurricanes Fiona and Ian (SAHFI) grant by the Florida Department of Environmental Protection (FDEP) by Resolution 2024-R-42 on June 11, 2024. The application requested up to $9.3 million dollars in wastewater facility improvements. Subsequently, the City completed the application by adopting the Wastewater "Facility Plan" by Resolution 2024-R-48 to guide the SAHFI planned improvements as developed by the engineer of record, Mead and Hunt. The goal of the "Facility Plan" was to create a more resilient wastewater operation.

The SAFHI grant is funded by Federal Environmental Protection Agency to help mitigate storm damages. The SAHFI grant monies are being administered through the Florida State Revolving Funds (SRF) loan program with a "no payment" obligation. The contract award known as the, "Clean Water State Revolving Funding Planning, Design, and Contract Loan Agreement WW6410A0," is attached as Exhibit A. The ratification of the agreement will provide funding for the "Facility Plan" wastewater improvements.

FISCAL ANALYSIS:

Capital Project 24-WW-08 was created for this SAHFI project. With the ratification of the SAHFI agreement, the SRF loan program will provide up to $9.3 million dollars in funding for the wastewater improvements associated with the Capital Project. The funding will be provided as on-going monthly reimburse for all eligible expenses up to the agreement limit with a "no payment" obligation. Engineering services, permitting and construction expenses consistent with the agreement will be brought back to the City Commission for approval pursuant to the City Purchasing Policy.

Expenditures for this project will be made through general ledger account 400-8110-580-6300 and offsetting revenues received to general ledger account 400-0000-331-3500.

STAFF RECOMMENDATION:

The City Commission review and approve the, "Clean Water State Revolving Funding Planning, Design, and Contract Loan Agreement WW6410A0," authorize the City Mayor to sign the agreement and the City Manager to implement all technical, financial and administrative activities to implement the agreement.

COMMISSION GOALS:

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:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE STATE OF FLORIDA CLEAN WATER STATE REVOLVING FUND PLANNING, DESIGN, AND CONSTRUCTION AGREEMENT WW6410A0; DESIGNATING THE AUTHORIZED REPRESENTATIVE; PROVIDING FOR CAPITAL FUNDING; PROVIDING FOR ASSURANCES, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ATTACHMENTS:

- Holly Hill WW6410A0 SAHFI (PDF)

Resolution No. 2024-72

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE STATE OF FLORIDA CLEAN WATER STATE REVOLVING FUND PLANNING, DESIGN, AND CONSTRUCTION AGREEMENT WW6410A0; DESIGNATING THE AUTHORIZED REPRESENTATIVE; PROVIDING FOR CAPITAL FUNDING; PROVIDING FOR ASSURANCES, AND PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE STATE OF FLORIDA CLEAN WATER STATE REVOLVING FUND PLANNING, DESIGN, AND CONSTRUCTION AGREEMENT WW6410A0; DESIGNATING THE AUTHORIZED REPRESENTATIVE; PROVIDING FOR CAPITAL FUNDING; PROVIDING FOR ASSURANCES, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the wastewater treatment plant (WWTP) improvements and resiliency upgrades; and

WHEREAS, The City Commission authorized a Supplemental Appropriation application for Hurricanes Fiona and Ian (SAHFI) grant by the Florida Department of Environmental Protection (FDEP) loan program by Resolution 2024-R-42 on June 11, 2024.; and

WHEREAS, the United States Environmental Protection Agency sponsored the SAHFI program through the FDEP as a no-repayment loan; and

WHEREAS, the City was awarded the Clean Water State Revolving Funding (SRF) Planning, Design, and Contract Loan Agreement WW6410A0 for resiliency improvements to the WWTP for $ 9,300,000.00; and

WHEREAS, the SRF loan revenues will be used to fund WWTP resilient capital improvements.

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

SECTION 1. The City of Holly Hill, Florida accepts the Clean Water State Revolving Funding (SRF) Planning, Design, and Contract Loan Agreement WW6410A0 providing $9,300,000.00 in Capital Funding for the WWTP.

SECTION 2. The SRF Loan is a no-payment obligation loan sponsored by the United States Environmental Protection Agency through the FDEP with no City revenues pledged for the repayment of this loan.

SECTION 3. The City Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor is authorized to represent the City in carrying out the City's responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate City Manager to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION 4. The legal authority for borrowing moneys to construct this Project is Section 166.111, Florida Statutes and Section 403.8532, Florida Statutes.

SECTION 5. That the City Commission of Holly Hill does hereby grant approval for the City Manager to perform amendments to utilize utility reserves funds for the capital WWTP Project 24-WW-08 that was created for this SAHFI project account 400-8110-580-6300 where upon it will be repaid upon with receipt of reimbursement funds awarded by loan agreement WW6410A0 with the FDEP.

SECTION 6. All Resolutions or part of Resolutions in conflict with any of the provisions of this resolution are hereby repealed.

SECTION 7. 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 8. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on the 24th day of SEPTEMBER, 2024.

Attachment: Holly Hill WW6410A0 SAHFI (2024-R-72 : Approval of the State of Florida Clean Water State Revolving Fund Planning, Design, &

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

CITY OF HOLLY HILL, FLORIDA

CLEAN WATER STATE REVOLVING FUND
PLANNING, DESIGN, AND CONSTRUCTION LOAN AGREEMENT
WW6410A0

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard, MS 3505
Tallahassee, Florida 32399-3000

CLEAN WATER STATE REVOLVING FUND PLANNING, DESIGN, AND CONSTRUCTION LOAN AGREEMENT

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CLEAN WATER STATE REVOLVING FUND
CONSTRUCTION LOAN AGREEMENT
WW6410A0

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF HOLLY HILL, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as "Parties" or individually as "Party".

RECITALS

Pursuant to Section 403.1835, Florida Statutes and Chapter 62-503, Florida Administrative Code, the Department is authorized to make loans to finance or refinance the construction of wastewater pollution control facilities, the planning and design of which have been reviewed by the Department; and

Executive Order No. 22-218 and 22-229 declared a state of emergency in Florida due to Hurricane Ian which made landfall on September 28, 2022 and the Department adopted Emergency Final Order OGC No. 22-2686 to address such emergency conditions; and

The Local Government applied for the financing of the Project, and the Department has determined that such Project meets requirements for a Loan and Principal Forgiveness to address immediate health and safety needs attributed to Hurricane Ian.

AGREEMENT

In consideration of the Department loaning money to the Local Government, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

(1) "Agreement" or "Loan Agreement" shall mean this planning, design and construction loan agreement.

(2) "Authorized Representative" shall mean the official of the Local Government authorized by ordinance or resolution to sign documents associated with the Loan.

(3) "Depository" shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than $50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

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(4) "Design Activities" shall mean the design of work defined in the approved planning document that will result in plans and specifications, ready for permitting and bidding, for an eligible construction project.

(5) "Final Amendment" shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount.

(6) "Final Unilateral Amendment" shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06.

(7) "Financial Assistance" shall mean Principal Forgiveness funds or Loan funds.

(8) "Fiscal Sustainability Plan" shall mean a systematic management technique for utility systems that focuses on the long-term life cycle of the assets and their sustained performance, rather than on short-term, day-to-day aspects of the assets. This plan shall include the inventory and evaluation of assets, the certification of water and energy conservation implementation efforts, as well as a plan for the maintenance, repair and, if necessary, the replacement of assets, as well as the schedule to do so.

(9) "Gross Revenues" shall mean all income or earnings received by the Local Government from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(10) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(11) "Loan Application" shall mean the completed form which provides all information required to support obtaining planning, design and construction loan financial assistance.

(12) "Local Governmental Entity" means a county, municipality, or special district.

(13) "Operation and Maintenance Expense" shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(14) "Planning Activities" shall mean the planning or administrative work necessary for the Local Government to qualify for Clean Water State Revolving Fund financing for construction of wastewater transmission, collection, reuse, and treatment facilities.

(15) "Principal Forgiveness" shall mean the amount of money awarded pursuant to this Agreement and subsequent amendments that is not to be repaid.

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(16) "Project" shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to plan, design, and construct the Supplemental Appropriation for Hurricanes Fiona and Ian wastewater project.

(17) "Sewer System" shall mean all facilities owned by the Local Government for collection, transmission, treatment and reuse of wastewater and its residuals.

(18) "Utility System" shall mean all devices and facilities of the Sewer System owned by the Local Government.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public entities, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Government warrants, represents and covenants that:

(1) The Local Government has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Local Government currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Government's knowledge, threatened, which seeks to restrain or enjoin the Local Government from entering into or complying with this Agreement.

(4) The Local Government knows of no reason why any future required permits or approvals associated with the Project are not obtainable.

(5) The Local Government shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Local Government shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Local Government's actions or omissions in its planning, design, and construction activities financed by this Loan or its operation of the Project.

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(7) All Local Government representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Local Government to the Department was current and correct as of the date such information was delivered. The Local Government shall comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Local Government shall take such action to comply with this agreement.

(8) The Local Government shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Local Government shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Loan disbursement receipts.

(9) RESERVED.

(10) Pursuant to Section 216.347 of the Florida Statutes, the Local Government shall not use this Loan for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Local Government agrees to complete the Project in accordance with the schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Government are excepted.

(12) The Local Government covenants that this Agreement is entered into for the purpose of completing the Project which will in all events serve a public purpose. The Local Government covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(13) RESERVED.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Local Government's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that this Agreement has been duly authorized by the Local Government and shall constitute a valid and legal obligation of the Local Government enforceable in accordance with its terms upon execution by both parties.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Local Government agrees to the following audit and monitoring requirements.

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(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
ST-03D10924-0	EPA	66.458	Capitalization Grants for State Revolving Funds	$9,300,000	140131

(2) Audits.

(a) In the event that the Local Government expends $750,000 or more in Federal awards in its fiscal year, the Local Government must have a Federal single audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the Local Government shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F. An audit of the Local Government conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Local Government shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part 200, Subpart F.

(c) If the Local Government expends less than $750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, is not required. The Local Government shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Government. In the event that the Local Government expends less than $750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Local Government resources obtained from other than Federal entities).

(d) The Local Government may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by 2 CFR Part 200, Subpart F, by or on behalf of the Local Government directly to each of the following:

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(i) The Department at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-30000

or

Electronically:
FDEPSingleAudit@dep.state.fl.us

(ii) The Federal Audit Clearinghouse designated in 2 CFR Section 200.501(a) at the following address:

https://harvester.census.gov/facweb/

(iii) Other Federal agencies and pass-through entities in accordance with 2 CFR Section 200.512.

(b) Pursuant to 2 CFR Part 200, Subpart F, the Local Government shall submit a copy of the reporting package described in 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a)(i) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Local Governments, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Local Government in correspondence accompanying the reporting package.

(4) Record Retention.

The Local Government shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Government shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

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(5) Monitoring.

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, Subpart F., and/or other procedures. By entering into this Agreement, the Local Government agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Government is appropriate, the Local Government agrees to comply with any additional instructions provided by the Department to the Local Government regarding such audit. The Local Government understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Local Government will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

ARTICLE III – RESERVED.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

After the Department's environmental review has been completed, the Local Government shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Local Government shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4.02. TITLE TO PROJECT SITE.

The Local Government shall have an interest in real property or necessary approvals sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use. The Authorized Representative shall submit a clear site title certification by the date set forth in Section 10.07 of this Agreement.

4.03. PERMITS AND APPROVALS.

The Local Government shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

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4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Local Government to oversee construction.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Local Government is prohibited from selling, leasing, or disposing of any part of the Utility System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendment thereto, is in effect unless the written consent of the Department is first secured. The Local Government may be required to reimburse the Department for the Principal Forgiveness funded cost of any such part, taking into consideration any increase or decrease in value.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Local Government covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete the Project and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Local Government's covenants to complete and place the Project in operation.

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan or Principal Forgiveness requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs.

4.08. DISBURSEMENTS.

Disbursements shall be made directly to the Local Government for reimbursement of the incurred planning, design, and construction costs and related services. Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work, and proof of payment.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Local Government is required to make such payments.

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(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

Requests by the Local Government for disbursements of the planning, design, or construction funds shall be made using the Department's disbursement request form. The Department reserves the right to retain 25% of the funds until the information necessary for the Department to prepare the Environmental Information Document as described in Rule 62-503.751, Florida Administrative Code, has been provided.

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RESERVED.

5.02. NO FREE SERVICE.

The Local Government shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge therefore based on the Local Government's uniform schedule of rates, fees, and charges.

5.03. RESERVED.

5.04. NO COMPETING SERVICE.

The Local Government shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Local Government shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Local Government may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

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5.07. COLLECTION OF REVENUES.

The Local Government shall use its best efforts to collect all rates, fees and other charges due to it. The Local Government shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Local Government shall, to the full extent permitted by law, cause to discontinue the services of the Utility System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Utility System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) RESERVED.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.15 below, and such failure shall continue for a period of 30 days after written notice thereof to the Local Government by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Government contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if the Local Government shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to the Local Government, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Local Government, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local Government, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Government, for the purpose of effecting a composition between the Local Government and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or

hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Local Government under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Government, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Local Government by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Local Government to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, to fulfill this Agreement.

(2) By action or suit in equity, require the Local Government to account for all moneys received from the Department.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Utility System, establish and collect fees and charges.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Local Government, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement

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shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII – RESERVED.

ARTICLE VIII - GENERAL PROVISIONS

8.01. RESERVED.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Local Government shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Local Government shall cause its engineers and contractors to provide copies of relevant records and statements for inspection and cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Local Government. The Local Government shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all construction contracts are executed to re-establish the Project cost and Project schedule. A Final Amendment establishing the final Project costs shall be completed after the Department's final inspection of the Project records.

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Local Government to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Local Government, suspend or terminate this Agreement.

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(1) Failure of the Local Government to draw on the Loan proceeds within eighteen months after the effective date of this Agreement, or by the dates set in Section 10.07 for submittal and approval of Planning and/or Design Activities, whichever date occurs first.

(2) Failure of the Local Government, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.07) and provide written notification of Final Unilateral Amendment to the Local Government.

In the event that following the execution of this Agreement, the Local Government decides not to proceed with this Loan, this Agreement can be cancelled by the Local Government, without penalty, if no funds have been disbursed.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. SIGNAGE.

The Local Government agrees to comply with signage guidance in order to enhance public awareness of EPA assistance agreements nationwide. A copy of this guidance is listed on the Department's webpage at https://floridadep.gov/wra/srf/content/state-revolving-fund-resources-and-documents as "Guidance for Meeting EPA's Signage Requirements".

8.09. DAVIS-BACON ACT REQUIREMENT.

(1) The Local Government shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Local Governments shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Local Government must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Local Government shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Local Government shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Local Governments must conduct more frequent spot checks if

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the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Government shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Local Government shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Local Governments must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: https://www.epa.gov/grants/interim-davis-bacon-act-guidance.

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Local Government's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Local Government has obtained a waiver pertaining to the Project or the Department has advised the Local Government that the requirement is not applicable to the Project.

8.11. RESERVED.

8.12. FISCAL SUSTAINABILITY PLAN.

The Federal Water Pollution Control Act (FWPCA), under Section 603(d)(1)(E)(i) of that act, requires a recipient of a Loan for a project that involves the repair, replacement, or expansion of a treatment works to develop and implement a Fiscal Sustainability Plan or certify that it has developed and implemented such a plan.

The Local Government shall either develop and implement a Fiscal Sustainability Plan or certify that it has developed and implemented a Fiscal Sustainability Plan , that includes the following : An inventory of critical assets that are a part of the treatment works; an evaluation of the condition and performance of inventoried assets or asset groupings; a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

At a minimum, the Fiscal Sustainability Plan shall include: an inventory of critical assets that are part of the Project funded by this Agreement; an evaluation of the condition and performance of these assets; a certification that the assistance recipient has evaluated and will be

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implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

A Fiscal Sustainability Plan certification is a certification by the Local Government that the Fiscal Sustainability Plan has been developed and is being implemented. For systems that self-certify under Section 603(d)(1)(E)(ii), certification is due at the time of loan closing. For systems developing a Fiscal Sustainability Plan under Section 603(d)(1)(E)(i), the requirement to develop and implement a Fiscal Sustainability Plan is a condition of the Loan Agreement and is due before the final disbursement is approved.

8.13. PUBLIC RECORDS ACCESS.

(1) The Local Government shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Local Government shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Local Government to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Local Government in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(3) IF THE LOCAL GOVERNMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL GOVERNMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at public.services@dep.state.fl.us, **or at the mailing address below**:

Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399

8.14. SCRUTINIZED COMPANIES.

(1) The Local Government certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government or its subcontractors are found to have submitted a false certification; or if the Local

Attachment: Holly Hill WW6410A0 SAHFI (2024-R-72 : Approval of the State of Florida Clean Water State Revolving Fund Planning, Design, &

Government, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Local Government certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Local Government, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Local Government agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.15. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Local Government under this Agreement in the following events, as determined by the Department:

(1) The Local Government abandons or discontinues the Project before its completion,

(2) The commencement, prosecution, or timely completion of the Project by the Local Government is rendered improbable or the Department has reasonable grounds to be insecure in Local Government's ability to perform, or

(3) The implementation of the Project is determined to be illegal, or one or more officials of the Local Government in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Local Government of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Local Government shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

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Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Local Government prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Local Government, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

8.16. CIVIL RIGHTS.

The Local Government shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246, as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

8.17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The Local Government and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

(1) Proof of advertising.

(2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).

(3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.

(4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.

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(5) Certification by the Authorized Representative that affirmative steps were taken to encourage Minority and Women's Business Enterprises participation in Project construction.

(6) Current certifications for Minority and Women's Business Enterprises participating in the contract. If the goals as stated in the plans and specifications are not met, documentation of actions taken shall be submitted.

(7) Certification that the Local Government and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(8) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products, manufactured products and construction materials used in the Project must be produced in the United States unless (a) a waiver is provided to the Local Government by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Local Government shall submit:

(1) Contractor insurance certifications.

(2) Executed Contract(s).

(3) Notices to proceed with construction.

9.03. INSURANCE REQUIRED.

The Local Government shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Local Government shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

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Attachment: Holly Hill WW6410A0 SAHFI (2024-R-72 : Approval of the State of Florida Clean Water State Revolving Fund Planning, Design, &

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is $9,300,000. Of that, the estimated amount of Principal Forgiveness is $9,300,000.

10.02. RESERVED.

10.03. RESERVED.

10.04. RESERVED.

10.05. RESERVED.

10.06. PROJECT COSTS.

The Local Government and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as the result of an audit.

The Local Government agrees to the following estimates of Project costs:

CATEGORY	PROJECT COSTS ($)
Planning Activities	0
Design Activities	700,000
Construction and Demolition	7,545,455
Contingencies	754,545
Technical Services After Bid Opening	300,000
SUBTOTAL (Disbursable Amount)	9,300,000
Less Principal Forgiveness	(9,300,000)
TOTAL (Loan Amount)	0

10.07. SCHEDULE.

The Local Government agrees by execution hereof:

(1) This Agreement shall be effective on February 14, 2024. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Initial submittal of Planning Activities is scheduled for July 15, 2025. Planning Activities must be approved by the Department before reimbursement for Design Activities.

(3) Initial submittal of Design Activities is scheduled for May 15, 2026. Design Activities must be approved by the Department before reimbursement for Construction.

(4) A clear site title certification shall be submitted no later than May 15, 2026.

(5) Evidence that permitting requirements have been satisfied for all Project facilities proposed for construction loan funding no later than May 15, 2026.

(6) Completion of Project construction is scheduled for May 15, 2028.

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Attachment: Holly Hill WW6410A0 SAHFI (2024-R-72 : Approval of the State of Florida Clean Water State Revolving Fund Planning, Design, &

ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement WW6410A0 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for
CITY OF HOLLY HILL

_____
Mayor

Attest:

I attest to the opinion expressed in Section 2.02, entitled Legal Authorization.

_____
City Clerk

_____
City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____
Secretary or Designee

_____
Date

Attachment: Holly Hill WW6410A0 SAHFI (2024-R-72 : Approval of the State of Florida Clean Water State Revolving Fund Planning, Design, &

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **September 24, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute the Task Order with Mead and Hunt, Inc., for Engineering Services for Water Plant Improvements Associated with SAHFI Grant Facility Plan in the Amount of $1,136,268.00; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-73**
APPLICANT:
PLANNER:

DISCUSSION:

The City Commission authorized a Supplemental Appropriation application for a Hurricanes Fiona and Ian (SAHFI) grant by the Florida Department of Environmental Protection (FDEP) through Resolution 2024-R-45 on June 11, 2024. The application requested up to $11.25 million dollars in wastewater facility improvements. Subsequently, the City completed the application by adopting the Water "Facility Plan" by Resolution 2024-R-49 to guide the SAHFI planned improvements as developed by the engineer of record, Mead and Hunt. The goal of the "Facility Plan" was to create a more resilient water operation.

The SAFHI grant is funded by Federal Environmental Protection Agency to help mitigate storm damages. The SAHFI grant monies are being administered through the Florida State Revolving Funds (SRF) loan program with a "no payment" obligation. The contract award known as the "Drinking Water State Revolving Funding Planning, Design, and Contract Loan Agreement DW6410B0" is attached as "Exhibit A". The Contract requires an engineering support element to support the water "Facility Plan." Specifically, SPECIAL CONDITION 10.08 requires prior to execution of a signed contract between the engineering consulting firm and the Project Sponsor with specific details of the design work to be completed.

Mead and Hunt, Inc., prepared the Water Plant "Facility Plan." The City Commission approved the "Facility Plan" through Resolution 2024-R-49 attached as "Exhibit B". The Proposal for Mead and Hunt, Inc., to provide Engineering Support Services to implement the Facility Plan is provided as "Exhibit C".

FISCAL ANALYSIS:

Capital Project 24-WA-06 was created for this SAHFI project. The ratification of the SAHFI contract will provide up to $11.25 million dollars in funding for the water improvements

associated with the capital project. The funding will be provided as on-going monthly reimbursement for all eligible expenses up to the agreement limit with a "no payment" obligation. An engineering services contract is required to be attached with the "Drinking Water State Revolving Funding Planning, Design, and Contract Loan Agreement DW6410B0."

Mead and Hunt, Inc., provided a task order for the water plant "Facility Plan" improvement to include design, permitting and other construction services in the amount of $1,136,268.00. Mead and Hunt, Inc. was awarded the engineering contract to support the SAHFI Water Plant Improvements with Resolution 2024-R-26. This resolution is attached as "Exhibit D".

Expenditures for this project will be made through general ledger account 400-8110-580-6300 and offsetting revenues received to general ledger account 400-0000-334-3101.

STAFF RECOMMENDATION:

Staff recommend the City Commission review the Mead and Hunt, Inc., engineering support Task Order for water treatment plant improvements associated with the SAHFI grant Facility Plan and authorize the City Manager to implement the budget and other tasks to implement the improvements under Contract Loan Agreement DW6410B0.

COMMISSION GOALS:

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:

AUTHORIZING THE CITY MANAGER TO EXECUTE A TASK ORDER WITH MEAD AND HUNT FOR ENGINEERING SERVICES FOR WATER PLANT IMPROVEMENTS ASSOCIATED WITH THE SAHFI GRANT FACILITY PLAN IN THE AMOUNT OF $1,136,268.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ATTACHMENTS:

- Exhibit A - Drinking Water State Revolving Funding Planning, Desgn, and Contract Loan Agreement DW6410B0 (PDF)
- Exhibit B - Resolution 2024-R-49 - Water Facility for Incorporation - SAHFI Grant (DOC)
- Exhibit C - Mead and Hunt Engineering For SAHFI WTP Improvements (PDF)

- Exhibit D - Resolution 2024-R-26 - Design for Water Utility Optimization and Resilience Improvements - Mead & Hunt, Inc. (DOC)

Resolution No. 2024-73

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE TASK ORDER WITH MEAD AND HUNT, INC., FOR ENGINEERING SERVICES FOR WATER PLANT IMPROVEMENTS ASSOCIATED WITH SAHFI GRANT FACILITY PLAN IN THE AMOUNT OF $1,136,268.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE TASK ORDER WITH MEAD AND HUNT, INC., FOR ENGINEERING SERVICES FOR WATER PLANT IMPROVEMENTS ASSOCIATED WITH SAHFI GRANT FACILITY PLAN IN THE AMOUNT OF $1,136,268.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City applied for inclusion of a Florida sponsored grant program to fund water treatment system resilience improvements under the Florida Supplemental Appropriations for Hurricane Fiona and Ian (SAHFI) funds; and

WHEREAS, the City was provided a "Drinking Water State Revolving Funding Planning, Design, and Contract Loan Agreement DW6410B0," for SAHFI funding; and

WHEREAS, the Contract Loan Agreement requires a professional engineering contract to support resiliency improvements in the "Facility Plan" approved in Resolution 2024-R-49; and

WHEREAS, the City approved Professional Consultant Services Agreement for Engineering/CEI Services for water plant improvement with resolution 2024-R-26 with Mead and Hunt, Inc.; and

WHEREAS, the City of Holly Hill Utility has a task order from Mead and Hunt, Inc., to complete the required Engineering Services Element of the Contract Loan Agreement.

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to execute the task order with Mead and Hunt, Inc. for professional engineering services to support resiliency improvements in the "Facility Plan" approved in Resolution 24-R-XX in an amount of $1,136,268.00.

SECTION 2. The City Manager is hereby authorized to implant the reimbursable budget amendment to implement the improvements under the Drinking Water State Revolving Funding Planning, Design, and Contract Loan Agreement DW6410B0.

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 become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 24th day of SEPTEMBER, 2024.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

CITY OF HOLLY HILL, FLORIDA

DRINKING WATER STATE REVOLVING FUND
PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT
DW6410B0

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard, MS 3505
Tallahassee, Florida 32399-3000

Attachment: Exhibit A - Drinking Water State Revolving Funding Planning, Desgn, and Contract Loan Agreement DW6410B0 (2024-R-73 :

DRINKING WATER STATE REVOLVING FUND PLANNING, DESIGN, AND CONSTRUCTION LOAN AGREEMENT

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DRINKING WATER STATE REVOLVING FUND
PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT
DW6410B0

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF HOLLY HILL, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as "Parties" or individually as "Party".

RECITALS

Pursuant to Section 403.8532, Florida Statutes and Chapter 62-552, Florida Administrative Code, the Department is authorized to make loans to finance the planning, design and construction of public water systems; and

Executive Order No. 22-218 and 22-229 declared a state of emergency in Florida due to Hurricane Ian which made landfall on September 28, 2022 and the Department adopted Emergency Final Order OGC No. 22-2686 to address such emergency conditions; and

The Project Sponsor applied for the financing of the Project, and the Department has determined that such Project meets requirements for a Loan and Principal Forgiveness to address immediate health and safety needs attributed to Hurricane Ian.

AGREEMENT

In consideration of the Department loaning money to the Project Sponsor, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

(1) "Agreement" or "Loan Agreement" shall mean this planning, design, and construction loan agreement.

(2) "Authorized Representative" shall mean the official of the Project Sponsor authorized by ordinance or resolution to sign documents associated with the Loan.

(3) "Depository" shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than $50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

Attachment: Exhibit A - Drinking Water State Revolving Funding Planning, Desgn, and Contract Loan Agreement DW6410B0 (2024-R-73 :

(4) "Design Activities" shall mean the design of work defined in the approved planning document that will result in plans and specifications, ready for permitting and bidding, for an eligible construction project.

(5) "Final Amendment" shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount.

(6) "Final Unilateral Amendment" shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06.

(7) "Financial Assistance" shall mean Principal Forgiveness funds or Loan funds.

(8) "Financing Rate" shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan.

(9) "Gross Revenues" shall mean all income or earnings received by the Project Sponsor from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(10) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(11) "Loan Application" shall mean the completed form which provides all information required to support obtaining planning, design, and construction loan financial assistance.

(12) "Local Governmental Entity" means a county, municipality, or special district.

(13) "Operation and Maintenance Expense" shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(14) "Planning Activities" shall mean the planning or administrative work necessary for the Project Sponsor to qualify for Drinking Water State Revolving Fund financing for construction of drinking water facilities.

(15) "Principal Forgiveness" shall mean the amount of money awarded pursuant to this Agreement and subsequent amendments that is not to be repaid.

(16) "Project" shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to plan, design, and construct the Supplemental Appropriation for Hurricanes Fiona and Ian drinking water project. The Project is an Equivalency Project as defined in Chapter 62-552, Florida Administrative Code.

Attachment: Exhibit A - Drinking Water State Revolving Funding Planning, Desgn, and Contract Loan Agreement DW6410B0 (2024-R-73 :

(17) "Utility System" shall mean all devices and facilities of the Water System owned by the Project Sponsor.

(18) "Water System" shall mean all facilities owned by the Project Sponsor for supplying and distributing water for residential, commercial, industrial, and governmental use.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public entities, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Project Sponsor warrants, represents and covenants that:

(1) The Project Sponsor has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Project Sponsor currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Project Sponsor's knowledge, threatened, which seeks to restrain or enjoin the Project Sponsor from entering into or complying with this Agreement.

(4) The Project Sponsor knows of no reason why any future required permits or approvals associated with the Project are not obtainable.

(5) The Project Sponsor shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Project Sponsor shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Project Sponsor's actions or omissions in its planning, design, and construction activities financed by this Loan or its operation of the Project.

(7) All Project Sponsor representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Project Sponsor to the Department was current and correct as of the date such information was delivered. The Project Sponsor shall comply with Chapter 62-552, Florida Administrative Code, and all applicable State and Federal laws,

Attachment: Exhibit A - Drinking Water State Revolving Funding Planning, Desgn, and Contract Loan Agreement DW6410B0 (2024-R-73 :

rules, and regulations which are identified in the Loan Application or Agreement. Minority and Women's Business Enterprise goals as stated in the plans and specifications apply to this Project. To the extent that any assurance, representation, or covenant requires a future action, the Project Sponsor shall take such action to comply with this agreement.

(8) The Project Sponsor shall maintain records using Generally Accepted Accounting principles established by the Financial Accounting Standards Board. As part of its bookkeeping system, the Project Sponsor shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Loan disbursement receipts.

(9) RESERVED.

(10) Pursuant to Section 216.347 of the Florida Statutes, the Project Sponsor shall not use this Loan for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Project Sponsor agrees to complete the Project in accordance with the schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Government are excepted.

(12) The Project Sponsor covenants that this Agreement is entered into for the purpose of completing the Project which will in all events serve a public purpose. The Project Sponsor covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(13) RESERVED.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Project Sponsor's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that this Agreement has been duly authorized by the Project Sponsor and shall constitute a valid and legal obligation of the Project Sponsor enforceable in accordance with its terms upon execution by both parties.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Project Sponsor agrees to the following audit and monitoring requirements.

Attachment: Exhibit A - Drinking Water State Revolving Funding Planning, Desgn, and Contract Loan Agreement DW6410B0 (2024-R-73 :

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
SJ-03D10824-0	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	$11,250,000	140129

(2) Audits.

(a) In the event that the Project Sponsor expends $750,000 or more in Federal awards in its fiscal year, the Project Sponsor must have a Federal single audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the Project Sponsor shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F. An audit of the Project Sponsor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Project Sponsor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part 200, Subpart F.

(c) If the Project Sponsor expends less than $750,000, in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, is not required. The Project Sponsor shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Project Sponsor. In the event that the Project Sponsor expends less than $750,000, in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Project Sponsor resources obtained from other than Federal entities).

(d) The Project Sponsor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by 2 CFR Part 200, Subpart F, by or on behalf of the Project Sponsor directly to each of the following:

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(i) The Department at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-30000

or

Electronically:
FDEPSingleAudit@dep.state.fl.us

(ii) The Federal Audit Clearinghouse designated in 2 CFR Section 200.501(a) at the following address:

https://harvester.census.gov/facweb/

(iii) Other Federal agencies and pass-through entities in accordance with 2 CFR Section 200.512.

(b) Pursuant to 2 CFR Part 200, Subpart F, the Project Sponsor shall submit a copy of the reporting package described in 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a)(i) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Project Sponsors, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Project Sponsor in correspondence accompanying the reporting package.

(4) Record Retention.

The Project Sponsor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Project Sponsor shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

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(5) Monitoring.

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, Subpart F., and/or other procedures. By entering into this Agreement, the Project Sponsor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Project Sponsor is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Project Sponsor will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

ARTICLE III – RESERVED.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

After the Department's environmental review has been completed, the Project Sponsor shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Project Sponsor shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4.02. TITLE TO PROJECT SITE.

The Project Sponsor shall have an interest in real property or necessary approvals sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use. The Authorized Representative shall submit a clear site title certification by the date set forth in Section 10.07 of this Agreement.

4.03. PERMITS AND APPROVALS.

The Project Sponsor shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

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4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Project Sponsor to oversee construction.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Project Sponsor is prohibited from selling, leasing, or disposing of any part of the Utility System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendments thereto, is in effect unless the written consent of the Department is first secured. The Project Sponsor may be required to reimburse the Department for the Principal Forgiveness funded cost of any such part, taking into consideration any increase or decrease in value.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Project Sponsor covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete the Project and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Project Sponsor's covenants to complete and place the Project in operation.

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan or Principal Forgiveness requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs.

4.08. DISBURSEMENTS.

Disbursements shall be made only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. Disbursements shall be made directly to the Project Sponsor for reimbursement of the incurred planning, design, and construction costs and related services.

Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work, and proof of payment.

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(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Project Sponsor is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RESERVED.

5.02. NO FREE SERVICE.

The Project Sponsor shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge therefore based on the Project Sponsor's uniform schedule of rates, fees, and charges.

5.03. RESERVED.

5.04. NO COMPETING SERVICE.

The Project Sponsor shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Project Sponsor shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Project Sponsor may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

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5.07. COLLECTION OF REVENUES.

The Project Sponsor shall use its best efforts to collect all rates, fees and other charges due to it. The Project Sponsor shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Project Sponsor shall, to the full extent permitted by law, cause to discontinue the services of the Utility System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Utility System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) RESERVED.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.15, below, and such failure shall continue for a period of 30 days after written notice thereof to the Project Sponsor by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Project Sponsor contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Project Sponsor shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Project Sponsor, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Project Sponsor, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Project Sponsor, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Project Sponsor, for the purpose of effecting a composition between the Project Sponsor and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

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(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Project Sponsor under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Project Sponsor, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Project Sponsor by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Project Sponsor to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, to fulfill this Agreement.

(2) By action or suit in equity, require the Project Sponsor to account for all moneys received from the Department.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Utility System, establish and collect fees and charges.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Project Sponsor, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

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ARTICLE VII - RESERVED

ARTICLE VIII - GENERAL PROVISIONS

8.01. RESERVED.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Project Sponsor has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Project Sponsor shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Project Sponsor shall cause its engineers and contractors to provide copies of relevant records and statements for inspection and cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Project Sponsor. The Project Sponsor shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended, in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all construction contracts are executed to re-establish the Project cost and Project schedule. A Final Amendment establishing the final Project costs shall be completed after the Department's final inspection of the Project records.

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Project Sponsor to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Project Sponsor, suspend or terminate this Agreement.

(1) Failure of the Project Sponsor to draw on the Loan proceeds within eighteen months after the effective date of this Agreement, or by the dates set in Section 10.07 for submittal and approval of Planning and/or Design Activities, whichever date occurs first.

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(2) Failure of the Project Sponsor, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.07) and provide written notification of Final Unilateral Amendment to the Project Sponsor.

In the event that following the execution of this Agreement, the Project Sponsor decides not to proceed with this Loan, this Agreement can be cancelled by the Project Sponsor, without penalty, if no funds have been disbursed.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. SIGNAGE.

The Project Sponsor agrees to comply with signage guidance in order to enhance public awareness of EPA assistance agreements nationwide. A copy of this guidance is listed on the Department's webpage at https://floridadep.gov/wra/srf/content/state-revolving-fund-resources-and-documents as "Guidance for Meeting EPA's Signage Requirements".

8.09. DAVIS-BACON ACT REQUIREMENTS.

(1) The Project Sponsor shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Project Sponsors shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Project Sponsor must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Project Sponsor shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Project Sponsor shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Project Sponsors must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Project Sponsor shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

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(3) The Project Sponsor shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Project Sponsors must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: https://www.epa.gov/grants/interim-davis-bacon-act-guidance.

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Project Sponsor's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Project Sponsor has obtained a waiver pertaining to the Project or the Department has advised the Project Sponsor that the requirement is not applicable to the Project.

8.11. RESERVED.

8.12. RESERVED.

8.13. PUBLIC RECORDS ACCESS.

(1) The Project Sponsor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Project Sponsor shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Project Sponsor to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Project Sponsor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(3) IF THE PROJECT SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROJECT SPONSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at public.services@dep.state.fl.us, **or at the mailing address below:**

Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399

8.14. SCRUTINIZED COMPANIES.

(1) The Project Sponsor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Project Sponsor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Project Sponsor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.15. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Project Sponsor under this Agreement in the following events, as determined by the Department:

(1) The Project Sponsor abandons or discontinues the Project before its completion,

(2) The commencement, prosecution, or timely completion of the Project by the Project Sponsor is rendered improbable or the Department has reasonable grounds to be insecure in Project Sponsor's ability to perform, or

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(3) The implementation of the Project is determined to be illegal, or one or more officials of the Project Sponsor in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Project Sponsor of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Project Sponsor shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Project Sponsor prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Project Sponsor, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

8.16. CIVIL RIGHTS.

The Project Sponsor shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246, as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

8.17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The Project Sponsor and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

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ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

(1) Proof of advertising.

(2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).

(3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.

(4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.

(5) Certification by the Authorized Representative that affirmative steps were taken to encourage Minority and Women's Business Enterprises participation in Project construction.

(6) Current certifications for Minority and Women's Business Enterprises participating in the contract. If the goals as stated in the plans and specifications are not met, documentation of actions taken shall be submitted.

(7) Certification that the Project Sponsor and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(8) Certification that all procurement is in compliance with Sections 8.10 which states that all iron and steel products, manufactured products, and construction materials used in the Project must be produced in the United States unless (a) a waiver is provided to the Project Sponsor by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Project Sponsor shall submit:

(1) Contractor insurance certifications.

(2) Executed Contract(s).

(3) Notices to proceed with construction.

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9.03. INSURANCE REQUIRED.

The Project Sponsor shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Project Sponsor shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is $11,250,000. Of that, the estimated amount of Principal Forgiveness is $11,250,000.

10.02. RESERVED.

10.03. RESERVED.

10.04. RESERVED

10.05. RESERVED.

10.06. PROJECT COSTS.

The Project Sponsor and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. If the Project Sponsor receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as the result of an audit.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment: Exhibit A - Drinking Water State Revolving Funding Planning, Desgn, and Contract Loan Agreement DW6410B0 (2024-R-73 :

The Project Sponsor agrees to the following estimates of Project costs:

CATEGORY	PROJECT COSTS ($)
Planning Activities	0
Design Activities	800,000
Construction	9,045,455
Contingencies	904,545
Technical Services After Bid Opening	500,000
SUBTOTAL (Disbursable Amount)	11,250,000
Less Principal Forgiveness	(11,250,000)
TOTAL (Loan Amount)	0

10.07. SCHEDULE.

The Project Sponsor agrees by execution hereof:

(1) This Agreement shall be effective on February 14, 2024. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Initial submittal of Planning Activities is scheduled for July 15, 2025. Planning Activities must be approved by the Department before reimbursement for Design Activities.

(3) Initial submittal of Design Activities is scheduled for May 15, 2026. Design Activities must be approved by the Department before reimbursement for Construction.

(4) A clear site title certification shall be submitted no later than May 15, 2026.

(5) Evidence that permitting requirements have been satisfied for all Project facilities proposed for construction loan funding no later than May 15, 2026.

(6) Completion of Project construction is scheduled for May 15, 2028.

10.08. SPECIAL CONDITION.

Prior to execution of this Agreement, a signed contract between the engineering consulting firm and the Project Sponsor with specific details of the design work to be completed.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment: Exhibit A - Drinking Water State Revolving Funding Planning, Desgn, and Contract Loan Agreement DW6410B0 (2024-R-73 :

ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement DW6410B0 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for
CITY OF HOLLY HILL

_____
Mayor

Attest:

I attest to the opinion expressed in Section 2.02, entitled Legal Authorization.

_____
City Clerk

_____
City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____
Secretary or Designee

_____
Date

Attachment: Exhibit A - Drinking Water State Revolving Funding Planning, Desgn, and Contract Loan Agreement DW6410B0 (2024-R-73 :

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **July 9, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving a Water Facility Plan for Incorporation into the City's SRF-SAHFI Grant Application as Prepared by Mead & Hunt, Inc., Providing for Severability and Providing for an Effective Date.**
NUMBER: **2024-R-49**
APPLICANT:
PLANNER:

DISCUSSION:

The City Commission authorized Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) grant applications with the Florida Department of Environmental Protection with Resolution (FDEP) with Resolution 2024-R-41 on June 11, 2024. The application requested up to $11,25 million dollars in water facility improvements. The SAHFI grants are being awarded through the Florida State Revolve Funds (SRF) loan program with a "no payment" obligation.

The City Utility's engineering consultant, Mead and Hunt, facilitated the application and has worked with City staff to assess the utility needs and evaluate various alternatives in the development of a facility plan. The Water Facility Plan is attached as Exhibit A. The plan's goal is to create a more resilient water operation The Water Facility Plan as part of loan application.

The State will issue a SAHFI agreement for water resilience project based on the successful completion of the applications. The agreement shall be brought to the City Commission for ratification. The FDEP grant schedule anticipates that the agreements will be issued in November of 2024.

FISCAL ANALYSIS:

Attachment: Exhibit B - Resolution 2024-R-49 - Water Facility for Incorporation - SAHFI Grant (2024-R-73 : Engineering Services for the Water

Mead and Hunt, Inc., was provided a task order to complete the SAHFI grant application for $55,000.00. Capital Project 24-WA-06 was created for this grant project. The City is required to complete its application for the SAHFI grant application to access funding. The grant is for Capital Water facility improvements of up to $11.25 million dollars. The SAHFI grants are being awarded through the Florida State Revolve Funds (SRF) loan program with a "no payment" obligation. The SAHFI grant agreement for the potential future water plant improvements will be brought back to council for approval as appropriate.

STAFF RECOMMENDATION:

The City Commission to review and approve the Water Facility Plan for incorporation with the SAHFI application to the State as prepared by with Mead and Hunt, Inc.

COMMISSION GOALS:

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

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

MOTION:

THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVE A WATER FACILITY PLAN FOR INCORPORATION INTO THE CITY'S SAHFI GRANT APPLICATION AS PREPARED BY MEAD & HUNT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ATTACHMENTS:

- WTP Resiliency Upgrades Facility Plan - Revised (PDF)

Attachment: Exhibit B - Resolution 2024-R-49 - Water Facility for Incorporation - SAHFI Grant (2024-R-73 : Engineering Services for the Water

Resolution No. 2024-49

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A WATER FACILITY PLAN FOR INCORPORATION INTO THE CITY'S SRF-SAHFI GRANT APPLICATION AS PREPARED BY MEAD & HUNT, INC., PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A WATER FACILITY PLAN FOR INCORPORATION INTO THE CITY'S SRF-SAHFI GRANT APPLICATION AS PREPARED BY MEAD & HUNT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of water facilities; and Florida Administrative Code requires the formal authorization by City Council to formally adopt a facility plan outlining necessary facility improvements to comply with State of Florida funding requirements; and

WHEREAS, formal adoption of the proposed Facility Plan is required for the City Utility to participate in the SAHFI Grant program being administered under the State Revolving Loan Fund Program; and

WHEREAS, the City Commission of the City of Holly Hill, Florida agrees with the findings and summary of necessary improvements as outlined in the Facility Plan for the purpose of creating a more resilient wastewater service.

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

SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2. The City of Holly Hill, Florida formally approves and adopts the Water Facility Plan as written and presented to the City Commission on this date.

SECTION 3. This loan will be one hundred percent principal forgiveness. There will be no revenues pledged for the repayment of this loan.

Attachment: Exhibit B - Resolution 2024-R-49 - Water Facility for Incorporation - SAHFI Grant (2024-R-73 : Engineering Services for the Water

SECTION 4. The City Manager is hereby designated as the authorized representative to provide the assurances and commitments required to implement the facility plan.

SECTION 5. The Mayor is hereby designated as the authorized representative to execute the Facility Plan which will become the foundation of all activities related to the wastewater facility improvements. The Mayor is authorized to represent the City in carrying out the City's responsibilities under the Facility Plan. The Mayor is authorized to delegate responsibility to appropriate the City Manager to carry out technical, financial, and administrative activities associated with the Facility Plan.

SECTION 6. The legal authority for borrowing moneys to construct this Project is Section 166.111, Florida Statutes and Section 403.8532, Florida Statutes.

SECTION 7. All Resolutions or part of Resolutions in conflict with any of the provisions of this resolution are hereby repealed.

SECTION 8. 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 9. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on the 9th day of JULY, 2024.

Chris Via, Mayor 7/9/2024

Valerie Manning, City Clerk,CMC 7/9/2024

Attachment: Exhibit B - Resolution 2024-R-49 - Water Facility for Incorporation - SAHFI Grant (2024-R-73 : Engineering Services for the Water

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

Attachment: Exhibit B - Resolution 2024-R-49 - Water Facility for Incorporation - SAHFI Grant (2024-R-73 : Engineering Services for the Water

Attachment: Exhibit C - Mead and Hunt Engineering For SAHFI WTP Improvements (2024-R-73 : Engineering Services for the Water Plant

September 10, 2024

Antoine Khoury, PE
Public Works Director
City of Holly Hill
453 LPGA Blvd
Holly Hill, FL 32117

Email: akhoury@hollyhillfl.org

SUBJECT: WATER TREATMENT PLANT IMPROVEMENTS AND RESILIENCY UPGRADES ENGINEERING SCOPE OF SERVICES AND FEE ESTIMATE

Dear Antoine,

We are pleased to offer the enclosed scope of services and fee estimate for design, permitting and CEI services associated with the Water Treatment Plant Improvements and Resiliency Upgrades project. The project scope is described within the City's Drinking Water State Revolving Fund (DWSRF) 'Facility Plan' (PLAN) dated July 24, 2024 as adopted by resolution #2024-R-49.

The City has submitted a DWSRF loan agreement for the project. The loan agreement provides funding for design, CEI services and construction. The loan is eligible for 100% principal forgiveness. It is authorized under the Special Appropriation for Hurricanes Fiona and Ian (SAHFI). The City has adopted and submitted a 'Facility Plan' (PLAN) that describes the proposed Water Treatment Plant improvements; it is incorporated herein by reference and is generally described as follows:

- Aerator Replacement
- Lime Softening Redundancy/Resiliency Improvements
- Liquid Disinfection System Conversion
- Water Supply Resiliency
- Supplemental aeration in existing GST
- Electrical System Replacement and Floodproofing
- Generator Replacement, Floodproofing and Redundancy
- Automation Systems and Remote Monitoring

In order to expedite the redundant lime softening process and disinfection improvements, the City has expressed an interest in bidding this project in two (2) packages. The first bid package and permit applications would include the alternative liquid lime softening system and the liquid NaOCl disinfection system improvements. The second bid package would include the remainder of the work. We have

structured this scope and fee proposal to facilitate two separate bids and management of two separate construction contracts. The water supply resiliency scope includes an evaluation of the existing elevated storage tank and City Commission workshop to discuss decommission and future uses.

The enclosed scope of services and fee estimate describes proposed project management, design tasks, deliverables, permitting requirements, bidding assistance, funding services, contract administration, resident project representative (RPR) services, subconsultant allowances, schedules and fees. Also enclosed is our fee estimate breakdown.

We are excited about this opportunity to protect, upgrade and improve the City's water treatment plant and water supply infrastructure. This project represents a big step forward for the City, and we are proud to be a part of it. If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.



Brad Blais, PE
Client Manager



Russell Ferlita, PhD, PE
Project Manager

BTB/RF

Attachment: Scope of Services and Fee Estimate

Attachment: Exhibit C - Mead and Hunt Engineering For SAHFI WTP Improvements (2024-R-73 : Engineering Services for the Water Plant

CITY OF HOLLY HILL
ENGINEERING AND CEI SERVICES
FOR
WATER TREATMENT PLANT IMPROVEMENTS AND RESILIENCY UPGRADES

This Scope of Services is in conformance with the Agreement for Professional Design/CEI Services for Water Utility Resilience Improvements dated March 14, 2024, RFQ #24-WA-05 between the City of Holly Hill (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The project involves design, permitting, bidding assistance and CEI services for Water Treatment Plant Improvements and Resiliency Upgrades as described within the City's Drinking Water State Revolving Fund (DWSRF) 'Facility Plan' dated July 24, 2024 as adopted by resolution #2024-R-49. The 'Facility Plan' (PLAN) improvements are incorporated herein by reference and are generally described as follows:

- Aerator Replacement
- Lime Softening Redundancy/Resiliency Improvements
- Liquid Disinfection System Conversion
- Water Supply Resiliency
- Supplemental aeration in existing GST
- Electrical System Replacement and Floodproofing
- Generator Replacement, Floodproofing and Redundancy
- Automation Systems and Remote Monitoring

In order to expedite the redundant lime softening process and disinfection improvements, the City has expressed an interest in bidding this project in two (2) packages. The first bid package and permit applications would include the alternative liquid lime softening system and the liquid NaOCl disinfection system improvements. The second bid package would include the remainder of the work. We have structured this scope and fee proposal to facilitate two separate bids and management of two separate construction contracts. The water supply resiliency scope includes an evaluation of the existing elevated storage tank and City Commission workshop to discuss decommission and future uses.

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

Attachment: Exhibit C - Mead and Hunt Engineering For SAHFI WTP Improvements (2024-R-73 : Engineering Services for the Water Plant

Attachment: Exhibit C - Mead and Hunt Engineering For SAHFI WTP Improvements (2024-R-73 : Engineering Services for the Water Plant

PHASE 1 – PROJECT MANAGEMENT

Project Coordination

MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated 30-month project duration. The PM will manage the development of project work and subconsultant efforts.

Project Kick-Off Meeting

MEAD & HUNT will coordinate and conduct a project kick-off meeting with the project team and OWNER staff to review project goals, scope of work, team member roles, lines of communication, project schedule and administrative processes. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute it to the attendees.

Quality Assurance / Quality Control

MEAD & HUNT will implement, and the PM will monitor, a quality assurance and control process, which includes independent technical review of project technical work products before their submission to the OWNER.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary

PHASE 2 – DATA COLLECTION AND SITE RECONNAISSANCE

Utility Coordination

MEAD & HUNT will coordinate with existing utilities along the project route by submission of 60% electronic construction drawings to all utility companies identified by the Sunshine 811 Design Ticket and request markups of existing facilities and resolution of any estimated conflicts with the proposed improvements. MEAD & HUNT will discuss the potential conflicts with the utility company representatives to coordinate the relocation needs as needed. MEAD & HUNT will add information to the construction drawings based on the received utility markups and planned relocations.

Site Reconnaissance

MEAD & HUNT will conduct site visits to evaluate existing conditions and collect photographic and other data collection needed for the design.

PHASE 3 – PRELIMINARY DESIGN and 30% PLANS

Preliminary Design Report

MEAD & HUNT will prepare a draft Preliminary Design Report (PDR). The PDR will include the following: project understanding, engineer's opinion of probable construction cost (EOPCC), and confirmation of

project permitting requirements. This PDR will further develop the design concepts set forth in the Facility Plan (PLAN).

A draft PDR will be submitted to the OWNER for review and comment. It is assumed the OWNER will conduct their review in a two-week period. At the end of the Owner's review period, MEAD & HUNT will schedule and attend a draft PDR review meeting.

30% PROJECT PLANS

In conjunction with the PDR, the ENGINEER will develop project plans consistent with a 30% level of design completion. This process is recommended given that the conceptual designs, and design alternatives, were previously vetted during the PLAN preparation. Developing the 30% design plans in conjunction with the Final PDR will enable staff to perform a more detailed review of the design concepts and how they will affect the water treatment plant and operations. This approach will also save time in allowing the ENGINEER to proceed directly to 60% plans upon acceptance of the PDR and 30% plans.

Deliverables – Preliminary Design

- Draft Preliminary Design Report (electronic PDF format)
- Preliminary Design Review Meeting Summary (electronic PDF format)
- Final Preliminary Design Report (electronic PDF format)
- 30% Design Drawings

PHASE 4 – PROJECT DESIGN

Task 1 – 60% Design Development

Based on the City's PDR and 30% Plan review comments, MEAD & HUNT will prepare 60% design level drawings and specifications. The OWNER's standard front-end contract documents will be used and coordinated with MEAD & HUNT's technical specifications.

The 60% submittal package will be submitted to the OWNER for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER's review period, MEAD & HUNT will schedule and attend a 60% design review meeting to review the OWNER's comments on the design drawings and specifications.

Deliverables – 60% Design

- 60% Design Drawings (electronic PDF format)
- 60% Specifications (electronic PDF format)
- 60% EOPCC (electronic PDF format)
- 60% Design Review Meeting Summary (electronic PDF format)

Attachment: Exhibit C - Mead and Hunt Engineering For SAHFI WTP Improvements (2024-R-73 : Engineering Services for the Water Plant

Attachment: Exhibit C - Mead and Hunt Engineering For SAHFI WTP Improvements (2024-R-73 : Engineering Services for the Water Plant

Task 2 – 90% Design Development

Based on the OWNER's 60% review comments received, MEAD & HUNT will prepare revised design drawings and specifications to 90% design level completion. MEAD & HUNT will prepare an updated EOPCC based upon the 90% submittal documents.

The 90% submittal package will be prepared and submitted to the OWNER and permitting agencies for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER's review period, MEAD & HUNT will schedule and attend a 90% design review meeting to review the OWNER's comments on the design drawings and specifications.

Deliverables – 90% Design

- 90% Design Drawings (electronic PDF format)
- 90% Specifications (electronic PDF format)
- 90% EOPCC (electronic PDF format)
- 90% Design Review Meeting Summary (electronic PDF format)

Task 3 – 100% Design Development

Based on the OWNER's 90% review comments received, MEAD & HUNT will prepare revised design drawings and specifications to 100% completion. MEAD & HUNT will prepare an updated EOPCC based upon the 100% submittal documents.

The 100% submittal package will be submitted to the OWNER for review and comment. The submittal will include the items shown in the deliverable section below.

Deliverables – 100% Design

- 100% Design Drawings (electronic PDF format)
- 100% Specifications (electronic PDF format)
- 100% EOPCC (electronic PDF format)

PHASE 5 – PERMITTING ASSISTANCE

MEAD & HUNT shall prepare and submit permit applications for the project as detailed below. All permit fees will be paid by using allowances set forth in the fee estimate. **This specifically excludes City site plan permitting and inspection fees.** Certifications of Completion (COC) with respective permitting agencies are not included in this phase.

Specific Permit to Construct PWS Components

MEAD & HUNT will attend one (1) pre-application meeting with VCHD to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary for the meeting. After the pre-application meeting, necessary revisions to the design recommendations will be reviewed with the OWNER and incorporated into the design documents.

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER.

MEAD & HUNT will respond to Request for Additional Information (RAI) as part of the permit application process.

Environmental Resources Permit

MEAD & HUNT will attend up to one (1) pre-application meeting with FDEP to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary. After the pre-application meeting, necessary revisions to the design recommendations will be reviewed with the OWNER and incorporated into the design documents.

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER.

MEAD & HUNT will respond to request for additional information (RAI) as part of the permit application process.

Site Plan Approval

MEAD & HUNT will attend up to one (1) pre-application meeting with the OWNER's site planning department to discuss site plan requirements. MEAD & HUNT will prepare an agenda and meeting summary for the meeting.

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER.

Deliverables – Permitting

- Final Specific Permit to Construct PWS Components application
- Final Environmental Resource Permit application

Attachment: Exhibit C - Mead and Hunt Engineering For SAHFI WTP Improvements (2024-R-73 : Engineering Services for the Water Plant

PHASE 6 – BIDDING ASSISTANCE SERVICES

The OWNER will be responsible for the overall solicitation for construction bids process, including any legal review of the bidding and contract documents (Division 0) and verifying compliance with OWNER purchasing and contract policies (Division 0 and 1). The OWNER will also be responsible for request for bid advertisements, distribution of bidding documents, prebid meeting, and bid opening. MEAD & HUNT will provide the following:

Bidding and Contract Documents

MEAD & HUNT will utilize OWNER supplied templates, bid number and dates (advertisement, prebid, bidder question deadline and bid opening) to prepare draft bidding and contract documents as Divisions 0 and 1 of the Project Manual and submit such to the OWNER's finance/purchasing/clerk for review. Upon receipt of the OWNER's review comments, MEAD & HUNT will prepare final bidding and contract documents and assemble the entire Project Manual and submit the Project Manual and Construction Drawings (denoted as bid set) in electronic format to the OWNER's finance/purchasing/clerk staff. The OWNER will be responsible for distributing bidding documents to interested parties.

OR

MEAD & HUNT will provide limited information for the OWNER's use in assembling the bidding and contract documents, including:

- Brief scope of construction work
- Suggested construction contract duration
- Schedule of unit work items
- Measurement and payment information corresponding to schedule of unit work items

MEAD & HUNT will also provide the final technical specifications (Divisions 2-49) and Construction Drawings (denoted as bid set). The OWNER will be responsible for distributing bidding documents to interested parties.

Pre-Bid Meeting

MEAD & HUNT will attend a pre-bid meeting and present the project scope/intent; construction contract duration; design and permitting highlights and any special/supplemental conditions specific to the project. The OWNER will be responsible for the pre-bid meeting agenda, recording, and summary/minutes.

Addenda

MEAD & HUNT will respond to potential bidders' questions during the bid period. MEAD & HUNT will prepare suggested responses and provide the OWNER with a draft addendum for review. The OWNER shall be responsible for distribution of addenda.

Attachment: Exhibit C - Mead and Hunt Engineering For SAHFI WTP Improvements (2024-R-73 : Engineering Services for the Water Plant

Bid Opening
MEAD & HUNT will attend the bid opening at the OWNER's facility. The OWNER will be responsible for receiving, opening, and recording the bids.

Bid Review and Recommendation of Award
Upon receipt of copies of the received bid documents from the OWNER, MEAD & HUNT will review bids for completeness and conformance with technical requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. MEAD & HUNT will prepare a tabulation of received bid prices, including unit prices, if applicable, and verify extended values and total. MEAD & HUNT will also review submitted pricing for imbalances and other disparities. Based on that review, MEAD & HUNT will submit to the OWNER the bid tabulation and a recommendation of award.

Deliverables – Bidding Services

- Bid Set Plans and Specifications
- Addenda to bid documents
- Bid Tabulation
- Recommendation of award

PHASE 7 – CONSTRUCTION ADMINISTRATION

MEAD & HUNT will provide the following construction administration services to the OWNER:

Construction Contract Execution
MEAD & HUNT will coordinate the execution of the construction contract between the OWNER and the contractor, including reviewing insurance certificates for proper limits and coordinating the recording of the public construction bond(s) by the contractor.

Issued for Construction Documents
MEAD & HUNT will prepare conformed drawings and technical specification "Issued for Construction" by incorporating bidder questions and addendums and provide those to the OWNER (in electronic format) for inclusion in the Contract documents.

Deliverables – Issued for Construction Documents

- Issued for Construction Drawings
- Issued for Construction Specifications

Pre-Construction Meeting
MEAD & HUNT will coordinate and preside over in-person or virtual pre-construction meeting with the OWNER, contractor, and other project stakeholders. MEAD & HUNT will prepare agenda and distribute to

Attachment: Exhibit C - Mead and Hunt Engineering For SAHFI WTP Improvements (2024-R-73 : Engineering Services for the Water Plant

all invitees prior to meeting. MEAD & HUNT will prepare meeting summary and distribute meeting summary to all attendees.

Deliverables – Pre-Construction Meeting

- Meeting Agenda and Summary

Notice to Proceed

MEAD & HUNT will issue the notice to proceed (NTP) to the contractor on behalf of the OWNER.

Deliverables – Notice to Proceed

- Notice to Proceed Letter

Progress Meetings

MEAD & HUNT will coordinate and preside over construction progress meetings. MEAD & HUNT will prepare agendas, meeting summaries, and distribute to all attendees.

Deliverables – Progress Meetings

- Monthly progress meeting agendas and summaries

Construction Submittals

MEAD & HUNT will receive, review, and respond to Contractor construction submittals and resubmittals for conformance with construction and contract requirements. Such review or other action shall not extend to means, methods, sequences, techniques, or procedures of construction selected by the Contractor, or to safety precautions and programs.

MEAD & HUNT will receive, review, and respond to Contractor assembled submittals for operations and maintenance manuals, guarantees, and certificates of inspection (for general contents as required by the Contract documents). These are included in the construction submittals count noted above.

MEAD & HUNT will maintain a log of submittals with submittal number, submittal name, date received, reviewer, action taken, and date returned. MEAD & HUNT will review and return shop drawings within fourteen (14) calendar days of receipt of the submittal. Contractor requests for substitute materials and/or equipment shall be reviewed during submittal process and MEAD & HUNT will provide a recommendation on the submittal response to the OWNER.

Deliverables – Construction Submittals

- Construction submittal review packages
- Submittal log

Attachment: Exhibit C - Mead and Hunt Engineering For SAHFI WTP Improvements (2024-R-73 : Engineering Services for the Water Plant

Requests for Information (RFI's)
MEAD & HUNT will receive and respond to contractor RFI's related to clarification of the contract documents, design intent, or field conditions. MEAD & HUNT will prepare and maintain a RFI log, noting the date received, subject, resolution and date response was returned to the contractor.

Deliverables – RFIs

- RFI response packages
- RFI response log

Field/Change Orders
MEAD & HUNT will prepare, issue, and coordinate field order's, requests for proposals (RFP's), and change orders in coordination with the OWNER. MEAD & HUNT will maintain a log of field changes and pending changes. MEAD & HUNT will provide assistance during negotiations of contractor cost proposals and will review claims and provide recommendations to the OWNER.

Deliverables – Field/Change Orders

- Field and change order packages and supporting documentation
- Field and change order log

Pay Applications
MEAD & HUNT will review monthly payment applications from the contractor and provide a written recommendation for payment to the OWNER based on construction progress. MEAD & HUNT will review pay application supporting documentation, including updated construction schedules, record drawings, stored materials, release of liens, and as approved change/field orders.

Deliverables – Pay Applications

- Pay application recommendations

Site Visits
MEAD & HUNT will conduct site visits during construction to monitor construction and compliance with the construction contract documents.

PHASE 8 – CONSTRUCTION OBSERVATION

MEAD & HUNT will supply a resident project representative (RPR) for construction observation and documentation for the expected sixteen (16) months of construction activity. At this time, the needed construction observation efforts are estimated to be 24-32 hours per week. The duration and amount of work effort may vary based on the contractor's efforts and the OWNER's needs. The RPR will observe the construction activities, review conformance with contract documents, observe quality assurance testing, maintain a detailed log including red-line construction drawings, field verify work quantities, and

Attachment: Exhibit C - Mead and Hunt Engineering For SAHFI WTP Improvements (2024-R-73 : Engineering Services for the Water Plant

collect/forward and verify resolution of resident/property owner complaints. These efforts will be documented in electronic reports of construction and will include construction photographs. Quality control will be completed by an Inspection Supervisor and the Project Manager in the form of field visits and work product review.

Deliverables – Construction Observation

- Reports of Construction
- Construction Photographs
- Red-Line Construction Drawings

PHASE 9 – PROJECT CLOSEOUT

Substantial and Final Completion

MEAD & HUNT will determine substantial completion and attend substantial and final walkthroughs. RPR will document punchlist items at both substantial and final walkthroughs and verify completion of punchlist items before final closeout.

Deliverables – Substantial and Final Completion

- Substantial completion punchlist items (electronic PDF format)
- Final completion punchlist items (electronic PDF format)

As-Built Review and Record Drawings

MEAD & HUNT will review contractor final as-builts for compliance with the contract documents. MEAD & HUNT will prepare final record drawings utilizing contractor as-builts and inspector sketches, photographs, and other documentation. Record drawings to be provided electronically to the OWNER.

Deliverables – As-Built Review and Record Drawings

- Acceptable Contractor as-builts (Electronic PDF and AutoCAD Format)
- Record Drawings (Electronic PDF and AutoCAD Format)

Permitting Closeout

MEAD & HUNT will prepare and provide certifications of completion to the following permitting agencies for permit closeout:

- FDOH
- FDEP
- City of Holly Hill

Attachment: Exhibit C - Mead and Hunt Engineering For SAHFI WTP Improvements (2024-R-73 : Engineering Services for the Water Plant

Attachment: Exhibit C - Mead and Hunt Engineering For SAHFI WTP Improvements (2024-R-73 : Engineering Services for the Water Plant

PHASE 10 – FUNDING ASSISTANCE

MEAD & HUNT will provide funding assistance to the OWNER to develop the most cost-effective funding for the project. Assistance will consist of searching for funding for which the project is eligible, developing a schedule for applying for funding, applying for the funding, and providing compliance assistance for the funding selected. This assistance includes:

Prebid Meeting

MEAD & HUNT Funding Representative will attend prebid meeting to explain to prospective contractors the requirements included in the bidding documents for funding compliance. The requirements may include (but are not limited to) Davis-Bacon Act requirements, M/WBE requirements, American Iron and Steel requirements or Build America, Buy American requirements.

Authority to Award Documents

MEAD & HUNT will contact the Project Manager, Engineer, and the OWNER to obtain the following documents and organize all information together to provide to funding agencies:

- A copy of any addenda not previously provided to agencies,
- A copy of the affidavit of publication,
- The signed and sealed bid tabulation,
- The selected bidder's proposal,
- Engineer's letter recommending award,
- The Wage Determination within the project's specifications,
- The contractor's signed Appendix A from the FDEP Supplementary Conditions in the specifications and a copy of the bid bond or security.

MEAD & HUNT will use SAM.gov (System for Award Management) to search for the contractor's registration and if there are exclusion records. MEAD & HUNT will fill out the FDEP's Certification the Contractor is Not Debarred form and will provide the information obtained from SAM.gov with the Certification to the OWNER for review and signature.

MEAD & HUNT will review the contractor's proposal for a list of M/WBE subcontractors. If a list is provided within the contractor's proposal MEAD & HUNT will cross-reference SAM.gov for subcontractor's registration and exclusion records. However, if a list is not provided, MEAD & HUNT will request the list from the contractor.

MEAD & HUNT will request from the contractor the recorded efforts to contact M/WBE subcontractors to subcontract portions of the job. Upon receipt of the contactor's documentation of M/WBE solicitation, MEAD & HUNT will fill-out the Certification of Affirmative Steps for M/WBE participation and provide it to the OWNER for review and signature.

Attachment: Exhibit C - Mead and Hunt Engineering For SAHFI WTP Improvements (2024-R-73 : Engineering Services for the Water Plant

Notice to Proceed, Contract Documents, and Certification of Contractor's Insurance and Bonding
The funding agencies generally require a copy of the Notice to Proceed (NTP) issued to the Contractor authorizing the start date of construction.

MEAD & HUNT will request the NTP from the OWNER and provide to the agencies. MEAD & HUNT will request a copy of the conformed construction contract and provide to the agency upon receipt. Using the conformed construction contract, MEAD & HUNT will use the copy of the contractor's payment and performance bonds contained in the contract to fill-out the Certification of Contractor's Insurance and Bonding form and provide to the OWNER for signature.
Once MEAD & HUNT has received the signed form from the OWNER, MEAD & HUNT will provide that document to the funding agency for approval.

Grant or Loan Administration
MEAD & HUNT will process reimbursement requests on the OWNER's behalf. Record-keeping and files must be kept in accordance with the funding agency requirements. MEAD & HUNT will prepare a 'Master' file for each project and provide a template to the OWNER. The OWNER will be responsible for keeping a copy of all files in accordance with the 'Master' template.

PHASE 11 – SUBCONSULTANTS AND REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses such as subconsultants, reproductions, postage, etc. It is assumed permit application fees will be paid using OWNER's Allowance. Items included in this phase will be billed at actual cost plus 10%.

Geotechnical – Soil borings and geotechnical evaluation will be performed by Ardaman & Associates. An allowance is included for these costs.

Land Surveying – Certified design survey will be performed by Southeastern Surveying and Mapping Corp (SSMC). A survey allowance is included.

PHASE 12 – CONTINGENCY

If additional services are identified as needed or required during the duration of the project, MEAD & HUNT will request written approval from the OWNER to utilize contingency funds for any additional work items. Contingency funds will be billed at time and expense. Additional work will be billed per the agreed upon contract hourly rates. MEAD & HUNT will not bill against the contingency funding without prior authorization from the OWNER.

EXCLUSIONS
This scope of services excludes all items not specifically described herein.

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete (calendar days)	Commencing Upon
Phase 1 – Project Management	*915 days (30 months)*	*Receipt of notice to proceed*
Phase 2 – Data Collection and Site Reconnaissance	*30 days*	*Kick-off Meeting*
Phase 3 – Preliminary Design and 30% Plans	*90 days*	*Completion of data collection and reconnaissance*
Phase 4 – Project Design		
Task 1 – 60% Design	*60 days*	*OWNER approval of Phase 3*
Task 2 – 90% Design	*60 days*	*60% review meeting*
Task 3 – 100% Design	*30 days*	*90% review meeting*
Phase 5 – Permitting Assistance	*60 days*	*OWNER approval of 90% deliverable*
Phase 6 – Bidding Assistance Services	*90 days*	*OWNER approval of 100% deliverable*
Phase 7 – Construction Administration Services	*490 days*	*OWNER award to Contractor*
Phase 8 – Construction Observation	*490 days*	*Construction start*
Phase 9 – Project Closeout	*30 days*	*Substantial completion by contractor*
Phase 10 – Funding Assistance	*915 days*	*Receipt of notice to proceed*

The above timeframes *do not* include OWNER and agency review time.

Attachment: Exhibit C - Mead and Hunt Engineering For SAHFI WTP Improvements (2024-R-73 : Engineering Services for the Water Plant

COMPENSATION

The fee is based on the following breakdown and the attached estimated labor breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	*$104,928*	*Lump Sum*
Phase 2– Data Collection and Site Reconnaissance	*$12,404*	*Lump Sum*
Phase 3 – Preliminary Design and 30% Plans	*$124,838*	*Lump Sum*
Phase 4 – Project Design	*$293,652*	*Lump Sum*
Phase 5 – Permitting Assistance	*$22,200*	*Lump Sum*
Phase 6 – Bidding Assistance Services	*$34,072*	*Lump Sum*
Phase 7 – Construction Engineering and Inspection (CEI) Services	*$229,895*	*Lump Sum*
Phase 8 – Construction Observation	*$249,810*	*Time & Expenses*
Phase 9 – Project Closeout	*$21,568*	*Lump Sum*
Phase 10 – Funding Assistance	*$42,900*	
Subtotal	***$1,136,268***	
Phase 11 – Subconsultants/Reimbursables	*$50,000*	*Actual cost plus 10% administrative markup*
Phase 12 – Contingency	*$50,000*	*Time & Expense*
TOTAL	***$1,236,268***	

Attachment: Exhibit C - Mead and Hunt Engineering For SAHFI WTP Improvements (2024-R-73 : Engineering Services for the Water Plant

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by:	CITY OF HOLLY HILL	Approved by:	MEAD & HUNT, INC.
By:		By:	
Name:		Name:	Brad T. Blais, PE
Title:		Title:	Vice President/Client Manager
The above person is authorized to sign for Owner and bind the Owner to the terms hereof.			
Date:		Date	September 10, 2024

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF HOLLY HILL, 1065 RIDGEWOOD AVENUE, HOLLY HILL, FL 32117, City Clerk, Valerie Manning, (386) 248-9441, cityclerk@hollyhill.org.

Attachment: Exhibit C - Mead and Hunt Engineering For SAHFI WTP Improvements (2024-R-73 : Engineering Services for the Water Plant

Mead & Hunt

CITY OF HOLLY HILL
WATER TREATMENT PLANT IMPROVEMENTS AND RESILIENCY UPGRADES
ESTIMATED MANHOUR SCHEDULE
September 10, 2024

		(Note 1)								(Note 2)	(Note 3)		
		Russell	Brad	Shaleena	Tanner	Sheryl	Richard P.	Noah	Richard S.	Keff	Tabitha		
Phase	**Description**	**Principal Engineer (Project Director)**	**Principal Engineer (Project Director)**	**Senior Project Engineer**	**Project Engineer**	**Project Manager**	**Senior Designer (CADD)**	**Project Manager**	**Senior Inspector (CEI)**	**Senior Project Engineer**		**Mileage**	**Total Task ($)**
	Hourly Rate	$ 309.00	$ 309.00	$ 195.00	$ 172.00	$ 195.00	$ 159.00	$ 177.00	$ 177.00	$ 276.00	$ 114.00	$ 0.67	See Below
1	**Project Management**												
	Project Coordination	120	40	40	120						80		$87,000
	Project Kick-Off Meeting	8	4	8	4	4				8			$8,944
	Internal Kick-Off Meeting	8	4	8	4	4				8		$ 40.20	$8,984
	Subtotals	**136.0**	**48.0**	**56.0**	**128.0**	**4.0**	**0.0**	**0.0**	**0.0**	**16.0**	**80.0**	**$ 40.20**	**$104,928**
2	**Data Collection and Site Reconnaissance**												
	Utility Coordination	4			16				16				$6,820
	Site Reconnaissance				16				16				$5,584
	Subtotals	**4.0**	**0.0**	**0.0**	**16.0**	**0.0**	**0.0**	**0.0**	**16.0**	**0.0**	**0.0**	**$ -**	**$12,404**
3	**Preliminary Design and 30% Plans**												
	Draft Preliminary Design	40		48	40		160			100			$81,640
	QA/QC Preliminary Design Report		8										$2,472
	Draft Preliminary Design Meeting	8	4	8	4					16		$ 20.10	$10,392
	Draft Preliminary Design Meeting Summary		2	4									$1,398
	Final Preliminary Design	4		4	4		80			40			$26,464
	QA/QC Final Design		8										$2,472
	Subtotals	**52.0**	**22.0**	**64.0**	**48.0**	**0.0**	**240.0**	**0.0**	**0.0**	**156.0**	**0.0**	**$ 20.10**	**$124,838**
4	**Project Design**												
	60% Documents	40		48	40		320			160			$123,640
	60% QA/QC		16										$4,944
	60% Review Meeting	8	4	12	4					16		$ 20.10	$11,172
	60% Review Meeting Summary			4									$780
	90% Documents	32		32	32		200			96			$79,928
	90% QAQC		16										$4,944
	90% Review Meeting	8	4	8	4					8			$8,164
	90% Review Meeting Summary			4								$ 20.10	$800
	100% Documents	24		40	24		80			60			$48,624
	100% QAQC		8										$2,472
	100% Review Meeting	8	4	8	4					8		$ 20.10	$8,184
	Subtotals	**120.0**	**52.0**	**156.0**	**108.0**	**0.0**	**600.0**	**0.0**	**0.0**	**348.0**	**0.0**	**$ 60.30**	**$293,652**
5	**Permitting**												
	Specific Permit to Construct PWS Components (VCHD)	2		8	8		4						$4,190
	Pre-Application Meeting	2		8	8							$ 20.10	$3,574
	Specific Permit to Construct PWS Components RAI			4	8								$2,156
	Environmental Resource Permit (FDEP)	2		8			4						$2,814
	Pre-Application Meeting	2		4	8							$ 20.10	$2,794
	Environmental Resource Permit RAI			2									$390
	Site Plan Approval	2		4	4		4			8			$4,930
	Site Plan Pre-Application Meeting	2		2	2							$ -	$1,352
	Subtotals	**12.0**	**0.0**	**40.0**	**38.0**	**0.0**	**12.0**	**0.0**	**0.0**	**8.0**	**0.0**	**$ 40.20**	**$22,200**
6	**Bidding Assistance**												
	Bid Set Documents	16		16	16					16			$15,232
	Bid Set QAQC		4										$1,236
	Prebid	8	4	8	8					8		$ 20.10	$8,872
	Addenda	8		8						8			$6,240
	Bid Opening											$ 20.10	$20
	Bid Review and Recommendation of Award	4	4										$2,472
	Subtotals	**36.0**	**12.0**	**32.0**	**24.0**	**0.0**	**0.0**	**0.0**	**0.0**	**32.0**	**0.0**	**$ 40.20**	**$34,072**
7	**Construction Administration Services**										**4**		

Attachment: Exhibit C - Mead and Hunt Engineering For SAHFI WTP Improvements (2024-R-73 : Engineering Services for the Water Plant Improvements Associated with SAHFI Grant Facility Plan)

	Construction Contract Execution												$0
	Issued for Construction Documents	4					16						$3,780
	IFC QAQC		4										$1,236
	Pre-Construction Meeting	8	4	8	4					8		$ 40.20	$8,204
	Notice to Proceed	1									2		$537
	Progress Meetings	80		64						64		$ 402.00	$55,266
	Construction Submittals	40	40	80						80	80		$71,520
	Requests for Information (RFI's)	40		40									$20,160
	Field/Change Orders	24		48									$16,776
	Pay Application	16		32		16				40	64		$32,640
	Site Visits	40	24										$19,776
	Subtotals	**253.0**	**72.0**	**272.0**	**4.0**	**16.0**	**16.0**	**0.0**	**0.0**	**192.0**	**146.0**	**$ 442.20**	**$229,895**
8	**Construction Observation**												
	Resident Project Representative (16 months @ 88 hrs/month)								1400			$ 2,010.00	$249,810
	Subtotals	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1,400.0**	**0.0**	**0.0**	**$ 2,010.00**	**$249,810**
9	**Project Closeout**												
	Substantial Completion	8		8						4		$ 20.10	$5,156
	Final Completion	8		8						4		$ 20.10	$5,156
	Final As-Built Review	8		8						4			$5,136
	Record Drawings						16						$2,544
	Record Drawing QAQC	4		4									$2,016
	Permitting Closeout			8									$1,560
	Subtotals	**28.0**	**0.0**	**36.0**	**0.0**	**0.0**	**16.0**	**0.0**	**0.0**	**12.0**	**0.0**	**$ 40.20**	**$21,568**
10	**Funding Assistance**												
	Agency Coordination					**80.0**							$15,600
	Prebid Meeting					**8.0**						$ -	$1,560
	Authority to Award Documents					**8.0**							$1,560
	Notice to Proceed, Contract Documents, and Certification of Contractor's Insurance and Bonding					**24.0**							$4,680
	Grant or Loan Administration					**100.0**							$19,500
	Subtotals	**0.0**	**0.0**	**0.0**	**0.0**	**220.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**$ -**	**$42,900**
	TOTAL ALL TASKS	**641.0**	**206.0**	**656.0**	**374.0**	**242.0**	**884.0**	**0.0**	**1,424.0**	**764.0**	**228.0**	**$ 2,693.40**	**$1,136,268**
												Lump Sum Total	**$1,136,268**
												Subs/Reimbursables (actual cost + 10%)	$50,000
												Contingency	$50,000
												GRAND TOTAL	**$1,236,268**

11 **Subconsultant/Reimbursables Breakdown:**

Description	Amount
Survey Allowance	$25,000.00
Geotech Allowance	$15,000.00
Permits/Travel/Reproduction/Postage	$10,000.00
Total	**$50,000.00**

Notes:
1. Hours for Dan Green, HVAC, Included in this column, same rate
2. Hours for David Wagner, structural, in this column, same rate
3. Administration costs for Karen Gimbel and Bernadette Fox, included in this column, same rate

Attachment: Exhibit C - Mead and Hunt Engineering For SAHFI WTP Improvements (2024-R-73 : Engineering Services for the Water Plant Improvements Associated with SAHFI Grant Facility Plan)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **April 23, 2024**
FROM: **Joseph Forte**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding a Contract to Mead and Hunt, Inc., for Water Utility Optimization and Resilience Improvement Engineering Services; Authorizing the City Manager to Negotiate Rates and Enter into an Agreement; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-26**
APPLICANT:
PLANNER:

DISCUSSION:

There was a Special Called City Commission meeting held on Tuesday, April 16, 2024 at 5:00 PM. The number one ranked proposal received from Mead and Hunt, Inc., was reviewed with oral presentation at the public meeting. Mead & Hunt is familiar with the city's Holly Hill Utility and is currently under an engineering contract for the Wastewater Plant Capital Improvement project.

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 brought the review to the City Commission on April 9, 2024, however, the City Commission requested oral presentation on April 16, 2024. The City Commission unanimously voted for Mead and Hunt as the number one ranked consultant with Kimley-Horn the second place consultant.

FISCAL ANALYSIS:

Attachment: Exhibit D - Resolution 2024-R-26 - Design for Water Utility Optimization and Resilience Improvements - Mead & Hunt, Inc. (2024-R-

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 Mead and Hunt, 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 MEAD AND HUNT, INC., FOR WATER UTILITY OPTIMIZATION AND RESILIENCE IMPROVEMENT ENGINEERING SERVICES; AUTHORIZING THE CITY MANAGER TO NEGOTIATE RATES AND ENTER INTO AN AGREEMENT.

ATTACHMENTS:

- Exhibit A - RFQ# 24-WA-02 (PDF)
- Mead & Hunt RFQ# 24-WA-05 - April 23, 2024 agenda (PDF)
- Ranking Forms by the Mayor and City Commissioners - April 16, 2024 (PDF)

Attachment: Exhibit D - Resolution 2024-R-26 - Design for Water Utility Optimization and Resilience Improvements - Mead & Hunt, Inc. (2024-R-

Attachment: Exhibit D - Resolution 2024-R-26 - Design for Water Utility Optimization and Resilience Improvements - Mead & Hunt, Inc. (2024-R-

Resolution No. 2024-26

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING A CONTRACT TO MEAD AND HUNT, INC., FOR WATER UTILITY OPTIMIZATION AND RESILIENCE IMPROVEMENT ENGINEERING SERVICES; AUTHORIZING THE CITY MANAGER TO NEGOTIATE RATES AND ENTER INTO AN AGREEMENT; 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 MEAD AND HUNT, INC., FOR WATER UTILITY OPTIMIZATION AND RESILIENCE IMPROVEMENT ENGINEERING SERVICES; AUTHORIZING THE CITY MANAGER TO NEGOTIATE RATES AND ENTER INTO AN AGREEMENT; 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 Commission received oral presentations on April 16, 2024 and the selection committee met on March 21, 2024 to rank the proposals for recommendation of the contract award; and

WHEREAS, the City Commission heard presentations at an advertised public meeting on April 16, 2024 and unanimously voted Mead and Hunt, Inc., as the number one ranked firm for the 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 Mead and Hunt, 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 23rd day of APRIL, 2024.

Chris Via, Mayor 4/23/2024

Valerie Manning, City Clerk,CMC 4/23/2024

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

Attachment: Exhibit D - Resolution 2024-R-26 - Design for Water Utility Optimization and Resilience Improvements - Mead & Hunt, Inc. (2024-R-

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **September 24, 2024**
FROM: **Joseph Forte**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Sign a One Year Lease Agreement Extension Between the City and the Volusia / Flagler YMCA; Establishing the Terms of This Agreement; Providing for Severability; and Providing an Effective Date.**
NUMBER: **2024-R-74**
APPLICANT:
PLANNER:

DISCUSSION:

The Volusia/Flagler YMCA currently holds a contract with the City of Holly Hill to serve the community with certain recreational activities at the FACILITY located at 1046 Daytona Avenue. This item is to approve a contract renewal for a period of (1) one year with intention that the entire Agreement will be negotiated and renewed providing both parties agree to the terms and conditions of the lease no later than August 31, 2025.

On August 22, 2024, Mayor Via, the CM Joe Forte met with YMCA Director, Chris Seilkop, and Board Chairmen, Troy Railsback and former Chairmen, Charlie Lydecker to discuss the current and future conditions of the Holly Hill YMCA facility. We had an interactive discussion and then took a visit to the Ormond YMCA location. We discussed many areas of concern including the financial aspects of the city's contributions and the YMCA losses in revenue. We also discuss future capital plans and the need to develop a 5 year capital improvement plan for the Holly Hill YMCA.

There are no changes to this year's contract renewal.

The agreement would be effective October 1, 2024 and would be for a period of (1) One year with expiring on September 30, 2025.

FISCAL ANALYSIS:

Fully funded in FY 2024-2025 budget.

STAFF RECOMMENDATION:

Authorize the one year extension of the current Lease Agreement with the Volusia/Flagler YMCA to operate as the recreation program provider for the FACILITY located at 1046 Daytona

Avenue as outlined in the attached lease agreement.

COMMISSION GOAL:

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

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

MOTION:

AUTHORIZE THE ONE YEAR EXTENSION OF THE CURRENT LEASE AGREEMENT WITH THE VOLUSIA/FLAGLER YMCA TO OPERATE AS RECREATION PROVIDER - 1046 DAYTONA AVENUE FACILITY.

ATTACHMENTS:

- YMCA Agreement Extension September 24, 2024 (PDF)
- YMCA Lease Agreement Extension 2024-25 FINAL (PDF)

Resolution No. 2024-74

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

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

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

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

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

SECTION 1. That the City Commission approve the attached agreement September 2024 and the City Manager is hereby authorized extend the lease agreement, under the same terms and conditions, so that the Volusia/Flagler YMCA may continue to perform as a recreation provider at the Daytona Avenue FACILITY.

SECTION 2. That the term of this agreement shall commence on October 1, 2024 and shall continue for a period of (1) one year, expiring on September 30, 2025. The entirety of this Agreement will be negotiated for renewal providing each party has agreed upon new terms and conditions no later than June 30, 2024. During this time, the represented staff members from both the city and the YMCA will work to develop a 5 year Capital Improvement Plan to be approve before October 1, 2025.

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 24th day of SEPTEMBER, 2024.

HOLLY HILL
FLORIDA

September 24, 2024

Chris Seilkop
YMCA Director

Dear Mr. Seilkop,

The City Commission is mutually agreeing to extend the Lease Agreement with the Volusia Flagler YMCA for the use of the city property located at 1046 Daytona Ave, Holly Hill, FL 32117 for a period of one year under the same terms and conditions of the current Agreement.

It is the City Commissions belief that the YMCA staff and city staff will work together over the next several months to develop a 5 year capital improvement plan to improve the facility and equipment and to identify funding sources to accomplish the goals in the plan.

_____

Joseph Forte

City Manager

C. City Clerk, Valerie Manning
Michele Moore, Finance Director

Attachment: YMCA Agreement Extension September 24, 2024 (2024-R-74 : Lease Agreement Extension with the Volusia/Flagler YMCA)

CITY OF HOLLY HILL - YMCA LEASE AGREEMENT

THIS AGREEMENT made, September 26, 2024, - by and between CITY OF HOLLY HILL, a Florida municipality, (CITY) and VOLUSIA FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC., a Florida non-profit corporation, ("YMCA").

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

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

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

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

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

ARTICLE I - CONDITIONS, TERM AND RENTAL

Section 1.1 Conditions

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

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

Section 1.2 YMCA's Fixtures

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

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

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

Attachment: YMCA Lease Agreement Extension 2024-25 FINAL (2024-R-74 : Lease Agreement Extension with the Volusia/Flagler YMCA)

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

Section 1.3 Rental Commencement Date

This Lease shall become effective October 1, 2024 and shall continue for a period of (1) one year expiring on September 30, 2025. The Agreement may be renewed in one year increments providing each party has agreed upon terms and conditions no later than June 30th of each year.

Section 1.4 Subsidy

The City covenants and agrees to pay to the YMCA as a subsidy for the purpose of having one full time staff manager assigned to the facility, the sum of forty-five thousand dollars ($45,000) per year, payable quarterly with first payment of $11,250 paid on October 15, 2023. Remaining payments as follows:

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

Section 1.5 Renewal, Replacement and Repair

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

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

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

Attachment: YMCA Lease Agreement Extension 2024-25 FINAL (2024-R-74 : Lease Agreement Extension with the Volusia/Flagler YMCA)

Section 1.6 Utilities

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

Section 1.7 Additional Taxes

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

Section 1.8 Financial Reports

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

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

ARTICLE II – USE AND OPERATION OF FACILITY

Section 2.1 YMCA Use

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

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

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

Attachment: YMCA Lease Agreement Extension 2024-25 FINAL (2024-R-74 : Lease Agreement Extension with the Volusia/Flagler YMCA)

Section 2.2 CITY Use of Facilities

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

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

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

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

Section 2.3 CITY Use of Parking Areas

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

Section 2.5 Compatibility

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

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

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

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

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

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

Section 2.6 Maintenance

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

Section 2.7 Schedule of Operation

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

Section 2.8 Concessions

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

Section 2.9 Fees

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

ARTICLE III - INSURANCE

Section 3.1 Insurance Requirements and Indemnification

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

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

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

c) Comprehensive General Liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and

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Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

i. Premises and/or Operations
11. Independent Contractors

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

Section 3.2 Additional Insured

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

Section 3.3 Notification

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

ARTICLE IV - TERMINATION

Section 4.1 Termination by CITY

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

a) Assignment by YMCA for the benefit of creditors.

b) Abandonment or discontinuation of operations at the FACILITIES consisting of three consecutive days during usual business hours and on such days as comparable facilities are open for business, unless such abandonment or discontinuation shall be due to causes beyond YMCA'S reasonable control such as, without limitation, acts of God, government laws or action, war, civil commotion, casualty, fire, storm, labor disputes or energy shortages, as long as operations commence immediately after the event causing the discontinuance ceases to exist.

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

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

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fixtures and personal property shall become the sole property of the CITY.

Section 4.2 Termination by YMCA

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

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

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

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

Section 4.3 Right to Remove Personal Property

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

Section 4.4 Termination Without Cause

a) CITY shall have the right to terminate this Lease upon 90days notice without cause and without penalty. Notwithstanding any provision hereof to the contrary, upon such termination, the YMCA shall have the option of removing equipment and furnishings provided by the YMCA as long as the YMCA repairs any damage sustained in the removal of said equipment and furnishings.

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

ARTICLE V - MISCELLANEOUS

Section 5.1 Assignment

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

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

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

Section 5.2 Risk of Loss

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

Section 5.3 CITY'S Warranties - Quiet Enjoyment

a) CITY covenants and warrants that it has full right and lawful authority to enter into this Lease for the full te1m hereof.

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

Section 5.4 Approvals

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

Section 5. 5 No waiver

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

Section 5.6 Net Lease

This Lease is, except to the extent otherwise provided herein, a net lease, and YMCA hereby

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

Section 5.7 Independent Contractor

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

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

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

Section 5.8 Entire Agreement

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

Section 5.9 Governing Law

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

Section 5.10 Damage to FACILITIES

If at any time during the term of this Lease the FACILITIES shall be lost or destroyed so as to be wholly or partially untenantable, CITY shall have the option of either restoring the

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FACILITIES or terminating this Lease, and shall exercise the option within the first sixty (60) days after the casualty.

Section 5.11 Holly Hill YMCA Advisory Board

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

Section 5.12 Website

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

Section 5.13 Notices

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

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

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

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

CITY OF HOLLY HILL, FLORIDA

By: _____
Joseph A. Forte, City Manager

ATTEST:_____
Valerie Manning, City Clerk

VOLUSIA / FLAGLER YOUNG MENS CHRISTIAN ASSOCIATION, INC.

By: _____

Chris Seilkop, President/CEO

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HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **September 24, 2024**
FROM: **Michele Moore**
SUBJECT: **Uncollectible Utility Account Adjustments**
NUMBER: **(ID # 4629)**
APPLICANT:
PLANNER:

DISCUSSION:

Finance staff is requesting the City Commission approve to adjust the accumulated Utilities uncollectible balances for all inactivated with terminated utility services over four years old as of August 31, 2024. Florida Statute Chapter 95.11 limits the amount of time for action to recovering utility debt. None of the accounts are under the current property owner's name. Both, internal and external collection efforts have been made on these accounts. If the account holder attempts to open future utility accounts the City will require payment of these debts.

FISCAL ANALYSIS:

The entry is to adjust utility accounts receivable to properly reflect the matching of revenues and expenditures. Utility accounts will be adjusted in the amount of $77,868.28.

STAFF RECOMMENDATION:

Authorize the Finance Director to adjust the accumulated utilities uncollectible accounts.

COMMISSION GOAL:

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

MOTION:

AUTHORIZE THE FINANCE DEPARTMENT TO MAKE AN ADJUSTING ENTRY FOR UNCOLLECTIBLE ACCOUNTS IN THE AMOUNT OF $25,569.00.

- Collection Register UB Accounts Write Off (PDF)

Holly Hill, FL

Collection R[illegible]

Write Off Det[illegible]

Packet: UBPKT04388 - MFM 09122024 Collections Process 08312024

Type: Write Off

Account #	Name	Site Address		** Current Acct. Balance	T Amo
01-00174-03	WESLEY(VACANT) BECK	258 RIVERSIDE DR		150.54	15
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	14.32		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	96.40		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	39.82		
01-01832-18	JESSELYN CHRISTINE ESTEP	138 HIGHLAND AVE		343.50	34
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	5.19		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	7.00		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	285.29		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
01-01864-14	JENNIFER ANNE JOHNSON	176 HIGHLAND AVE		146.67	14
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	0.80		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	35.30		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	64.55		
01-01878-07	A J CALKINS SONSHINE (VACANT)	235 BROWNS CT		103.78	10
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	8.30		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	57.60		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	37.88		
01-01886-19	LILLIAN E NYBORG (VACANT)	142 2ND ST		5.46	
DISBURSEMENT --	Write Off From: RF - REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	5.46		
01-04188-14	PAMELA S CRISSEY	117 HIGH ST		263.65	26
DISBURSEMENT --	Write Off From: CARF - COLLECTIONS REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	69.03		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	9.20		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	0.98		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	184.44		
01-04364-03	MICHAEL ALAN NISKALA	231 DAYTONA AVE		139.90	13
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	62.81		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	36.58		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	35.51		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	5.00		
01-04456-07	RYAN HUNT	402 DAYTONA AVE		204.38	20
DISBURSEMENT --	Write Off From: CARF - COLLECTIONS REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	120.29		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	35.87		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	2.20		
01-04960-01	THOMAS FARRAH	624 DAYTONA AVE		141.73	14
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	78.29		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	3.02		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	14.40		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
01-05022-07	JASON BEAGLE	645 DAYTONA AVE		196.65	19
DISBURSEMENT --	Write Off From: CARF - COLLECTIONS REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	35.00		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	138.64		
01-06586-29	DOMINIQUE MARQUISE WILBON	412 MIRIAM AVE		148.86	14
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	64.56		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	35.88		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	2.40		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	46.02		

Attachment: Collection Register UB Accounts Write Off (4629 : Uncollectible Utility Account Adjustments FY2024)

01-06604-04	FIDELITY XPRESS INVEST (VCT)	426 MIRIAM Ave # 1/2		260.78	
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	77.83		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	156.60		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	26.35		
01-06632-12	SEAN KNOLL	546 MIRIAM AVE		121.15	12
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	57.14		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	36.40		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	4.60		
01-06872-10	BENOIT COTE	224 3RD ST		97.16	9
DISBURSEMENT --	Write Off From: 57 - SEWER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	5.09		
	47 - REFUSE BULK	001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	0.03		
	07 - WATER	001-0000-117-1010 - ALLOW FOR UNCO...	0.28		
	CC - DELINQUENT ACCOUNT FEE	001-0000-117-1010 - ALLOW FOR UNCO...	25.00		
	PN - PENALTY	001-0000-117-1010 - ALLOW FOR UNCO...	20.74		
01-07856-04	PETER G ROHM-VICENTY	218 ROGERS CT		63.41	6
DISBURSEMENT --	Write Off From: 1R - RENEW AND REPLACE WATER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	2.00		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	18.38		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	1.82		
	07 - WATER	001-0000-117-1010 - ALLOW FOR UNCO...	16.20		
	46 - REFUSE MOBILE HOME	001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	2.00		
01-07860-04	JAZ MOBILE HOME PARK(VACANT)	219 ROGERS CT		178.98	17
DISBURSEMENT --	Write Off From: 1R - RENEW AND REPLACE WATER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	74.70		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	74.70		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	7.47		
	PN - PENALTY	001-0000-117-1010 - ALLOW FOR UNCO...	22.11		
01-15256-06	CAMISHA KIARA HALL	158 HIGHLAND AVE #3		189.83	18
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	16.60		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	85.12		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	0.87		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	87.24		
02-02386-05	JANET VARGAS	132 SAN ROBAR DR		161.94	16
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	0.27		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	69.03		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	79.24		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	13.40		
02-02398-14	SARAH BENEVIDES	142 SAN ROBAR DR		130.29	13
DISBURSEMENT --	Write Off From: CARF - COLLECTIONS REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	72.28		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	35.00		
02-05122-02	TODD HANSEN	904 DAYTONA AVE		289.09	28
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	15.00		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	0.57		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	204.49		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	69.03		
02-05160-12	NICHOLE ANN STROPE	934 DAYTONA AVE		258.59	25
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	12.40		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	55.74		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	188.44		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	2.01		
02-05216-17	SABRINA TEEMS	1035 DAYTONA AVE #B		0.65	
DISBURSEMENT --	Write Off From: 47 - REFUSE BULK	To: 001-0000-117-1010 - ALLOW FOR UNCO...	0.65		
02-05476-00	MRS RUBY EARNHARDT	740 AVONDALE AVE		35.13	3
DISBURSEMENT --	Write Off From: 07 - WATER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	1.02		
	47 - REFUSE BULK	001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	11.10		

Attachment: Collection Register UB Accounts Write Off (4629 : Uncollectible Utility Account Adjustments FY2024)

02-05526-18	DANIEL R HAZELTON	838 AVONDALE AVE		259.06	
DISBURSEMENT --	Write Off From: CARF - COLLECTIONS REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	36.63		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	173.61		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	2.80		
02-05528-19	RANDI LAWRENCE	840 AVONDALE AVE		18.71	1
DISBURSEMENT --	Write Off From: CC - DELINQUENT ACCOUNT FEE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	18.71		
02-05590-04	KYLE(VACANT) KNUTSON	920 HARTFORD AVE		368.25	36
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	199.23		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	47.60		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	75.40		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
02-05614-03	DAVID A LEVESQUE	937 HARTFORD AVE		114.34	11
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	91.33		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
02-05618-05	MAYONNA BROWN	941 HARTFORD AVE		240.23	24
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	4.80		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	8.11		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	204.31		
02-05618-06	APRIL SEASHOCK	941 HARTFORD AVE		224.56	22
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	9.00		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	187.15		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	5.40		
03-00274-11	90 DEGREES SPORTS BAR & GRILL	144 RIDGEWOOD AVE		1,150.70	1,15
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	19.40		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	2.09		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	729.61		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	399.60		
03-01760-17	MARGARET M MILANE	260 BAINBRIDGE AVE		314.31	31
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	11.80		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	1.92		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	244.68		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	55.91		
03-01770-14	RACHEL RUSH	128 STATE AVE		114.57	11
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	66.17		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	2.00		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	0.38		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
03-01772-05	GARY D PENNINGTON	140 STATE AVE		1,432.94	1,43
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	30.60		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	1151.21		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	10.40		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	240.73		
03-01800-08	KAISER CLASSIC AUTOMTIVE LLC	238 STATE AVE		218.96	21
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	36.63		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	63.78		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	2.80		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	115.75		
03-01800-09	ANTHONY TOCCO	238 STATE AVE		261.06	26
DISBURSEMENT --	Write Off From: CARF - COLLECTIONS REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	68.78		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	2.20		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	154.41		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	35.67		
03-01928-04	AUTO GLASS BY DESIGN LLC	331 2ND ST # 4		100.21	10
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	86.54		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	13.40		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	0.27		

Attachment: Collection Register UB Accounts Write Off (4629 : Uncollectible Utility Account Adjustments FY2024)

04-01534-08	NICHOLE HAWKINS	808 STATE AVE		523.72	
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	18.60		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	363.90		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	49.18		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	92.04		
04-01552-17	HOSEY CUE	846 STATE AVE		319.01	31
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	202.98		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	69.03		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	36.40		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	10.60		
04-01552-18	ANTHONY THOMPSON	846 STATE AVE		818.95	81
DISBURSEMENT --	Write Off From: CARF - COLLECTIONS REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	92.04		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	703.11		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	6.80		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	17.00		
04-01554-18	WALLACE-GARVES BRIANNA	851 STATE AVE		44.13	4
DISBURSEMENT --	Write Off From: 1R - RENEW AND REPLACE WATER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	0.40		
	CC - DELINQUENT ACCOUNT FEE	001-0000-117-1010 - ALLOW FOR UNCO...	17.45		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	1.60		
	47 - REFUSE BULK	001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	0.15		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	0.40		
	07 - WATER	001-0000-117-1010 - ALLOW FOR UNCO...	1.12		
04-15806-00	AM WEIGEL CONSTRUCTION INC	1060 RIDGEWOOD AVE #B		84.04	8
DISBURSEMENT --	Write Off From: 1R - RENEW AND REPLACE WATER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	4.30		
	07 - WATER	001-0000-117-1010 - ALLOW FOR UNCO...	79.74		
04-15808-00	AM WEIGEL CONSTRUCTION INC	1060 RIDGEWOOD AVE #C		25.21	2
DISBURSEMENT --	Write Off From: 07 - WATER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	25.21		
05-00662-09	GEORGE V TR WREND	1431 RIDGEWOOD AVE		310.45	31
DISBURSEMENT --	Write Off From: TX - TX	To: 001-0000-117-1010 - ALLOW FOR UNCO...	1.57		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	19.20		
	07 - WATER	001-0000-117-1010 - ALLOW FOR UNCO...	10.72		
	CA - COLLECTIONS ADMIN FEE	001-0000-117-1010 - ALLOW FOR UNCO...	35.00		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	3.40		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	92.04		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	3.40		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	3.65		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	106.14		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	12.32		
	47 - REFUSE BULK	001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
05-01404-05	THOMAS J JEE	165 WALKER ST		17.36	1
DISBURSEMENT --	Write Off From: CC - DELINQUENT ACCOUNT FEE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	17.36		
05-03552-10	DUSTIN LEONARD	193 DAYMORA PKWY		2.46	
DISBURSEMENT --	Write Off From: CC - DELINQUENT ACCOUNT FEE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	2.46		
05-03606-05	PATRICIA M CAPOZZOLO	240 SHERWOOD LN		30.47	3
DISBURSEMENT --	Write Off From: 47 - REFUSE BULK	To: 001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	7.46		
05-04658-10	JAMES (VACANT) BESONG	1310 DAYTONA AVE		10.92	1
DISBURSEMENT --	Write Off From: MC - MISC	To: 001-0000-117-1010 - ALLOW FOR UNCO...	10.92		
05-05916-10	STORMY SUCHY	1225 DIXIE AVE		63.04	6
DISBURSEMENT --	Write Off From: 47 - REFUSE BULK	To: 001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
	CC - DELINQUENT ACCOUNT FEE	001-0000-117-1010 - ALLOW FOR UNCO...	25.00		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	15.03		
05-05964-12	SHELIA ASHLEY PROCTOR	1239 MORAVIA AVE		147.58	14
DISBURSEMENT --	Write Off From: CARF - COLLECTIONS REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	124.57		
05-05978-04	STEPHANIE(VCT) VANLANGEHOVEN	1319 MORAVIA AVE		163.40	16
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	36.42		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	39.38		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	87.60		

Attachment: Collection Register UB Accounts Write Off (4629 : Uncollectible Utility Account Adjustments FY2024)

05-06136-00	JOSHUA P MOBUS	165 12TH ST		219.90	
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	0.27		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	19.40		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	106.77		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	93.46		
05-06140-02	JOHN MAYERS	209 12TH ST		2.59	
DISBURSEMENT --	Write Off From: 47 - REFUSE BULK	To: 001-0000-117-1010 - ALLOW FOR UNCO...	2.59		
05-06320-02	CYNTHIA L CONWAY	1141 HOLLY AVE		505.70	50
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	36.03		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	331.37		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	23.25		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	115.05		
05-06328-13	DEREK B GELDHOF	1219 HOLLY Ave # 1/2		175.59	17
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	90.75		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	0.61		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	69.03		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	15.20		
05-06476-04	LAURIE RILEY BALDWIN	215 14TH ST		118.41	11
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	55.54		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	54.73		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	0.34		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	7.80		
05-06520-05	KATHLEEN J PARK	1315 HIAWATHA AVE		257.55	25
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	19.00		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	88.36		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	148.86		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	1.33		
05-06562-03	EVELYN MARIE VELEZ HEREDIA	225 14TH ST		123.29	12
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	1.60		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	36.55		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	62.13		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
05-06562-04	FREDERICK E BUTLER	225 14TH ST		192.84	19
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	140.95		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	2.80		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	3.07		
05-11906-04	GOLD LABEL HOLDINGS, LLC	1136 HOLLY AVE		138.05	13
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	37.56		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	46.07		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	8.40		
06-02820-04	NANCY SENESE	1517 MORAVIA AVE		675.30	67
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	16.80		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	92.04		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	561.20		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	5.26		
06-02848-08	JOHN FRANCIS BALDA	1539 MORAVIA AVE		152.55	15
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	35.66		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	2.00		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	68.87		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
06-02960-07	STEVEN HORVATH (VACANT)	155 15TH PL		20.63	2
DISBURSEMENT --	Write Off From: 1R - RENEW AND REPLACE WATER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	5.80		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	5.80		
	PN - PENALTY	001-0000-117-1010 - ALLOW FOR UNCO...	1.10		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	0.58		
	MC - MISC	001-0000-117-1010 - ALLOW FOR UNCO...	7.35		
06-03090-04	CROMWELL ENVIROMENTAL(ROLLOFF)	132 FLOMICH ST		424.79	42
DISBURSEMENT --	Write Off From: CARF - COLLECTIONS REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	389.79		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	35.00		

Attachment: Collection Register UB Accounts Write Off (4629 : Uncollectible Utility Account Adjustments FY2024)

06-03388-01	ANTHONY COLL	1624 CORDOVA AVE		254.08	
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	150.87		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	17.00		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	40.19		
06-03668-00	C M ALLEN	1526 CORDOVA AVE		430.06	43
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	25.60		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	38.58		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	115.05		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	250.83		
06-03860-02	GLEN A RUGAR	1646 RIDGE AVE		16.16	1
DISBURSEMENT --	Write Off From: 47 - REFUSE BULK	To: 001-0000-117-1010 - ALLOW FOR UNCO...	16.16		
06-03958-07	KENNY TRIMBLE	128 ELIZABETH ST		150.62	15
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	2.80		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	0.85		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	100.95		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
06-03990-09	CONNEX MGMT.	163 GRANADA ST		19.72	1
DISBURSEMENT --	Write Off From: TX - TX	To: 001-0000-117-1010 - ALLOW FOR UNCO...	1.79		
	07 - WATER	001-0000-117-1010 - ALLOW FOR UNCO...	17.93		
06-03992-11	JESSICA RENO	167 GRANADA ST		54.48	5
DISBURSEMENT --	Write Off From: CC - DELINQUENT ACCOUNT FEE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	25.00		
	47 - REFUSE BULK	001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	6.47		
06-03992-12	CONNEX MGMT.	167 GRANADA ST		7.98	
DISBURSEMENT --	Write Off From: 07 - WATER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	7.25		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	0.73		
07-00570-02	AFORDABLE PRO SERVICES, LLC	1134 RIDGEWOOD AVE		124.44	12
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	51.61		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	35.84		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	2.60		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	34.39		
07-01080-03	PATRICK RODERICK III	1406 STATE AVE		70.13	7
DISBURSEMENT --	Write Off From: 47 - REFUSE BULK	To: 001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
	PN - PENALTY	001-0000-117-1010 - ALLOW FOR UNCO...	24.90		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	22.22		
07-06494-03	RUDOLPH DEFREITAS	326 14TH ST		889.21	88
DISBURSEMENT --	Write Off From: 1R - RENEW AND REPLACE WATER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	7.20		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	13.00		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	7.20		
	45 - REFUSE MULTI FAMILY	001-0000-117-1010 - ALLOW FOR UNCO...	319.68		
	07 - WATER	001-0000-117-1010 - ALLOW FOR UNCO...	122.77		
	PN - PENALTY	001-0000-117-1010 - ALLOW FOR UNCO...	114.86		
	CC - DELINQUENT ACCOUNT FEE	001-0000-117-1010 - ALLOW FOR UNCO...	25.00		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	279.50		
07-09924-06	G&T ANCHOR UP LLC	1299 STATE AVE #G		46.73	4
DISBURSEMENT --	Write Off From: 42 - REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	21.73		
	CC - DELINQUENT ACCOUNT FEE	001-0000-117-1010 - ALLOW FOR UNCO...	25.00		
07-09944-04	BOBBY LEE WRIGHT	1299 STATE AVE #I		105.62	10
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	38.87		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	65.08		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	1.40		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	0.27		
07-13652-02	RM&JACQUELINE TTEES FOUT(VCT)	1300 STATE AVE		16.25	1
DISBURSEMENT --	Write Off From: TX - TX	To: 001-0000-117-1010 - ALLOW FOR UNCO...	1.09		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	13.70		
	PN - PENALTY	001-0000-117-1010 - ALLOW FOR UNCO...	1.46		
08-00748-04	PIZAZZ FASHION TRENDS LLC	1668 RIDGEWOOD AVE		172.92	17
DISBURSEMENT --	Write Off From: CARF - COLLECTIONS REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	52.42		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	3.20		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	36.03		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	81.27		

Attachment: Collection Register UB Accounts Write Off (4629 : Uncollectible Utility Account Adjustments FY2024)

08-00930-06	A-1 DAR INC	395 FLOMICH ST #A		145.03	
DISBURSEMENT --	Write Off From: CARF - COLLECTIONS REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	79.92		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	65.11		
08-00944-13	AMANDA STORMS	310 15TH ST		443.71	44
DISBURSEMENT --	Write Off From: CARF - COLLECTIONS REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	38.79		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	350.30		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	8.60		
08-00948-12	RONALD RICHARDSON JR	314 15TH ST		329.86	32
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	2.80		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	238.19		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	42.85		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
08-00982-01	CYNTHIA ATHAS	1526 PINE AVE		301.07	30
DISBURSEMENT --	Write Off From: CARF - COLLECTIONS REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	69.03		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	36.63		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	186.61		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	8.80		
08-00984-03	V&M SHEET METAL & WELDING	1527 PINE AVE		7.99	
DISBURSEMENT --	Write Off From: PN - PENALTY	To: 001-0000-117-1010 - ALLOW FOR UNCO...	7.99		
08-01126-11	LACEY NORTHEY	1509 STATE AVE #P		500.53	50
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	1.79		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	420.31		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	69.03		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	9.40		
08-01326-11	FRED VERNELL WOODS	1520 ESPANOLA AVE #J		226.58	22
DISBURSEMENT --	Write Off From: CARF - COLLECTIONS REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	140.92		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	3.00		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	36.64		
08-01342-12	JOSNELLY ROSA AYALA	1534 ESPANOLA AVE #A		36.70	3
DISBURSEMENT --	Write Off From: 47 - REFUSE BULK	To: 001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	13.69		
08-01348-06	JANE L JACOBS	1536 ESPANOLA AVE		3.52	
DISBURSEMENT --	Write Off From: 47 - REFUSE BULK	To: 001-0000-117-1010 - ALLOW FOR UNCO...	3.52		
08-05674-06	IVAN FRANK CORREA	1620 ESPANOLA AVE #C		303.03	30
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	143.85		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	6.00		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	35.00		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	118.18		
08-05690-15	LAWRENCE H DUGGAN	1620 ESPANOLA AVE #H		189.91	18
DISBURSEMENT --	Write Off From: 1R - RENEW AND REPLACE WATER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	8.40		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	9.00		
	PN - PENALTY	001-0000-117-1010 - ALLOW FOR UNCO...	1.21		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	8.40		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	114.33		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	47.16		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	0.84		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	0.57		
08-05762-06	SHEYENNE CRESPO	1672 ESPANOLA AVE		713.79	71
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	40.88		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	21.80		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	651.11		
08-13974-01	CREATIVE HAIRDRESSERS,INC#3176	1840 RIDGEWOOD AVE		353.52	35
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	103.98		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	9.40		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	240.14		
09-06932-22	DALLAS EVERETT	479 3RD ST		112.86	11
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	35.00		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	54.85		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	23.01		

Attachment: Collection Register UB Accounts Write Off (4629 : Uncollectible Utility Account Adjustments FY2024)

09-06936-01	JUDITH HOPKINS (VACANT)	488 3RD ST		347.04	
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	285.37		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	9.76		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	51.91		
09-06946-11	RACHEL FERREIRA	518 3RD ST		274.83	27
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	184.62		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	37.19		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	7.00		
09-07006-14	GREGORY (VACANT) KAELIN	334 ELSIE AVE		573.24	57
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	175.80		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	95.46		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	258.19		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	43.79		
09-07008-06	TODD H POWERS	339 ELSIE AVE		126.81	12
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	68.80		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	35.00		
09-07028-14	BLACK TIDE USA LLC (VACANT)	401 ELSIE AVE		383.64	38
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	162.91		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	191.20		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	29.53		
09-07060-05	MARGARET WILLIAMS LESTER	447 ELSIE AVE		124.90	12
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	1.67		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	3.40		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	73.81		
09-07062-15	HERIBERT(VACANT) HEINDL	450 ELSIE AVE		17.66	1
DISBURSEMENT --	Write Off From: PN - PENALTY	To: 001-0000-117-1010 - ALLOW FOR UNCO...	2.42		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	7.40		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	0.44		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	7.40		
09-07170-16	WESLEY YOUNG	441 DOROTHY AVE		409.68	40
DISBURSEMENT --	Write Off From: CARF - COLLECTIONS REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	39.75		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	311.51		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	12.40		
09-07190-00	WANDA M DAVIS	506 DOROTHY AVE		186.53	18
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	13.00		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	90.71		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	82.63		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	0.19		
09-07230-21	CHARITY IMADE	243 STRAWBERRY Ln # 1/2		2,667.39	2,66
DISBURSEMENT --	Write Off From: CARF - COLLECTIONS REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	184.08		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	53.02		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	2396.49		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	33.80		
09-07240-04	KARI GAETH	328 CLIFTON AVE		308.90	30
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	36.20		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	175.61		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	36.94		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	60.15		
09-07882-04	NEWCOMB ENTERPRISES(TEMP RO)	412 6TH ST		1,191.74	1,19
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	35.00		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	1156.74		
09-08026-02	SHERRI L DEJESUS	559 4TH ST		143.21	14
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	111.94		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	4.80		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	3.46		

Attachment: Collection Register UB Accounts Write Off (4629 : Uncollectible Utility Account Adjustments FY2024)

09-08122-02	MICHELLE THOMPSON	312 HOPKINS RD		340.83	
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	221.73		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	35.87		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	69.03		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	14.20		
09-08734-10	JENNIPHER GUTAUCKIS	319 CENTER Ave # #B		94.75	9
DISBURSEMENT --	Write Off From: 07 - WATER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	17.35		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	19.95		
	CC - DELINQUENT ACCOUNT FEE	001-0000-117-1010 - ALLOW FOR UNCO...	25.00		
	47 - REFUSE BULK	001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	3.30		
	PN - PENALTY	001-0000-117-1010 - ALLOW FOR UNCO...	0.77		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	3.30		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	2.07		
09-09148-11	ARLANE CLARK	1021 ALTA DR		113.13	11
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	2.67		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	38.93		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	66.53		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	5.00		
09-09648-13	VICTORIA(VCT) SOCHAN	529 6TH ST		289.72	28
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	266.89		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	20.00		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	2.83		
09-09780-00	EDWARD COLETTI	635 MAGNOLIA AVE		345.73	34
DISBURSEMENT --	Write Off From: CARF - COLLECTIONS REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	69.03		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	0.72		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	266.18		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	9.80		
09-09804-03	CHAD PERRY	695 MAGNOLIA AVE		418.17	41
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	9.20		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	38.82		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	301.12		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	69.03		
09-09804-04	ERICA MULCAHY	695 MAGNOLIA AVE		661.69	66
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	11.88		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	577.33		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	69.03		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	3.45		
09-10860-13	CHRISTINA M REDDIN	451 8TH ST		34.96	3
DISBURSEMENT --	Write Off From: 47 - REFUSE BULK	To: 001-0000-117-1010 - ALLOW FOR UNCO...	9.96		
	CC - DELINQUENT ACCOUNT FEE	001-0000-117-1010 - ALLOW FOR UNCO...	25.00		
09-11090-12	JAMES LADAGE (VACANT)	698 GROVE AVE		19.32	1
DISBURSEMENT --	Write Off From: 1R - RENEW AND REPLACE WATER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	8.60		
	PN - PENALTY	001-0000-117-1010 - ALLOW FOR UNCO...	1.26		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	8.60		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	0.86		
09-11144-08	STESATA(VCT) INVESTMENTS	813 GROVE AVE		2.29	
DISBURSEMENT --	Write Off From: 57 - SEWER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	2.29		
09-11152-04	GARY (VCT) GARRESTON	819 GROVE AVE		6.09	
DISBURSEMENT --	Write Off From: 3R - RENEW AND REPLACE SEWER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	2.90		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	2.90		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	0.29		
09-11166-13	CHELESEA RAE HOLLAND	831 GROVE AVE		123.51	12
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	1.82		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	4.00		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	117.69		

Attachment: Collection Register UB Accounts Write Off (4629 : Uncollectible Utility Account Adjustments FY2024)

09-11170-12	WILLIAM ARCE	835 GROVE AVE		93.82	
DISBURSEMENT --	Write Off From: PN - PENALTY	To: 001-0000-117-1010 - ALLOW FOR UNCO...	11.62		
	07 - WATER	001-0000-117-1010 - ALLOW FOR UNCO...	10.21		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	2.00		
	47 - REFUSE BULK	001-0000-117-1010 - ALLOW FOR UNCO...	30.04		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	2.00		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	11.73		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	1.22		
	CC - DELINQUENT ACCOUNT FEE	001-0000-117-1010 - ALLOW FOR UNCO...	25.00		
09-11170-13	833835 LLC(VACANT)	835 GROVE AVE		2.10	
DISBURSEMENT --	Write Off From: 1R - RENEW AND REPLACE WATER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	1.00		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	1.00		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	0.10		
09-11182-01	LARRY R CASH (VACANT)	847 GROVE AVE		477.96	47
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	233.20		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	64.40		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	40.69		
	CA - COLLECTIONS ADMIN FEE	001-0000-117-1010 - ALLOW FOR UNCO...	35.00		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	6.44		
	PN - PENALTY	001-0000-117-1010 - ALLOW FOR UNCO...	22.17		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	11.66		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	64.40		
09-11190-17	FSPI EMPLOYEE PROFIT SHARING	810 ORANGE AVE		149.89	14
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	125.01		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	1.87		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
09-11198-00	CHARLES F COLSON	818 ORANGE AVE		544.81	54
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	27.00		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	35.97		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	343.78		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	138.06		
09-11228-04	RE SERVICES & SOLUTIONS (VCT)	829 MAGNOLIA AVE		31.14	3
DISBURSEMENT --	Write Off From: TX - TX	To: 001-0000-117-1010 - ALLOW FOR UNCO...	1.34		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	13.40		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	13.40		
	PN - PENALTY	001-0000-117-1010 - ALLOW FOR UNCO...	3.00		
09-11386-06	STEPHEN L PINNER (VACANT)	916 OLEANDER AVE		380.76	38
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	3.77		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	60.89		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	240.70		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	75.40		
09-11450-01	BONNIE PERDUE	910 MAY AVE		311.75	31
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	2.52		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	245.96		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	51.87		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	11.40		
09-11554-11	RESTAURANT COOLER GASKETS	947 CENTER Ave		870.45	87
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	7.88		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	206.34		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	9.80		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	646.43		
09-11602-08	TATIANA J JENKINS	549 MARTHA DR		134.67	13
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	72.56		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	36.10		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	3.00		
09-11620-04	WALFRIDO CLARO (VACANT)	566 MARTHA DR		4.59	
DISBURSEMENT --	Write Off From: 1R - RENEW AND REPLACE WATER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	1.60		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	0.16		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	1.77		
	PN - PENALTY	001-0000-117-1010 - ALLOW FOR UNCO...	1.06		

Attachment: Collection Register UB Accounts Write Off (4629 : Uncollectible Utility Account Adjustments FY2024)

09-11630-03	NATHANIEL BURRUSS	1 HOWARD DR		278.92	
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	242.04		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	6.07		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	7.80		
09-11660-14	KAYLEIGH JO BUMGARNER	21 HOWARD DR		16.30	1
DISBURSEMENT --	Write Off From: 47 - REFUSE BULK	To: 001-0000-117-1010 - ALLOW FOR UNCO...	16.30		
09-11690-12	FABIAN MCKNIGHT	16 WILLIAM DR		131.33	13
DISBURSEMENT --	Write Off From: CARF - COLLECTIONS REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	35.00		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	73.32		
09-13448-05	WEBSTAR NETWORKS CORPORATION	555 8TH ST #H		148.83	14
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	4.00		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	44.33		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	1.55		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	98.95		
09-14008-08	JOHN LEE TUCKER JR	816 GROVE AVE		166.95	16
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	108.94		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	35.00		
10-07394-13	DARIUS LAMAR WIGGINS	704 AVENUE A		408.83	40
DISBURSEMENT --	Write Off From: CARF - COLLECTIONS REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	69.03		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	7.40		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	1.53		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	330.87		
10-07394-14	TWANA FAYE ROSS	704 AVENUE A		2,036.34	2,03
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	1102.34		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	161.07		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	737.13		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	35.80		
10-07480-01	ALEXIS BAKER	902 6TH ST		247.55	24
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	9.00		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	133.85		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	35.92		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	68.78		
10-07482-02	PHYLLIS OEVERMANN (VACANT)	904 6TH ST		367.05	36
DISBURSEMENT --	Write Off From: PN - PENALTY	To: 001-0000-117-1010 - ALLOW FOR UNCO...	0.45		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	33.66		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	2.85		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	6.36		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	127.20		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	36.90		
	CA - COLLECTIONS ADMIN FEE	001-0000-117-1010 - ALLOW FOR UNCO...	140.00		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	19.63		
10-07552-04	ROGER (VACANT) PEREIRA	639 BAY AVE		321.26	32
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	136.60		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	42.74		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	92.90		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	49.02		
10-07618-03	DEBRA BUNN	632 ELM AVE		195.13	19
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	84.67		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	92.04		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	17.40		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	1.02		
10-07632-07	MICHAEL BERRY	604 FERN AVE		290.27	29
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	177.98		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	68.78		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	38.91		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	4.60		

Attachment: Collection Register UB Accounts Write Off (4629 : Uncollectible Utility Account Adjustments FY2024)

10-07648-06	MY AFFORDABLE ROOF	616 FERN AVE		877.31	
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	683.77		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	137.56		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	37.58		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	18.40		
10-07648-07	1 EXTREME TECH INC	616 FERN AVE		1,670.36	1,67
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	18.64		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	1538.75		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	9.80		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	103.17		
10-07792-04	CASH FLOW LINKS FLORIDA(VCT)	602 S FLAMINGO DR		42.56	4
DISBURSEMENT --	Write Off From: TX - TX	To: 001-0000-117-1010 - ALLOW FOR UNCO...	0.36		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	3.60		
	CA - COLLECTIONS ADMIN FEE	001-0000-117-1010 - ALLOW FOR UNCO...	35.00		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	3.60		
10-07810-06	WILLIAM C FALCON	611 S FLAMINGO DR		60.15	6
DISBURSEMENT --	Write Off From: TX - TX	To: 001-0000-117-1010 - ALLOW FOR UNCO...	0.76		
	47 - REFUSE BULK	001-0000-117-1010 - ALLOW FOR UNCO...	24.81		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	2.00		
	PN - PENALTY	001-0000-117-1010 - ALLOW FOR UNCO...	16.99		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	2.00		
	07 - WATER	001-0000-117-1010 - ALLOW FOR UNCO...	5.58		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	8.01		
10-07812-03	DAVID RUPERT JR	612 S FLAMINGO DR		860.06	86
DISBURSEMENT --	Write Off From: CAST - COLLECTIONS STORMWATEI	To: 001-0000-117-1010 - ALLOW FOR UNCO...	84.00		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	64.24		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	584.80		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	127.02		
10-07812-05	WHITNIE HARRIS	612 S FLAMINGO DR		368.13	36
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	316.50		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	3.80		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	1.81		
10-07812-06	SCOTT(VACANT) DOUGENIK	612 S FLAMINGO DR		3.36	
DISBURSEMENT --	Write Off From: TX - TX	To: 001-0000-117-1010 - ALLOW FOR UNCO...	0.16		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	1.60		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	1.60		
10-07832-05	KENNETH JR(VCT) LAURETTE	619 S FLAMINGO DR		249.66	24
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	55.60		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	109.52		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	38.52		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
10-07918-00	JOHN ROBERTS	719 N FLAMINGO DR		1,873.60	1,87
DISBURSEMENT --	Write Off From: CARF - COLLECTIONS REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	69.03		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	1682.62		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	103.35		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	18.60		
10-08094-04	HECTOR PULIDO	1025 INDIAN OAKS E		91.21	9
DISBURSEMENT --	Write Off From: CC - DELINQUENT ACCOUNT FEE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	25.00		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	0.34		
	07 - WATER	001-0000-117-1010 - ALLOW FOR UNCO...	2.51		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	3.60		
	47 - REFUSE BULK	001-0000-117-1010 - ALLOW FOR UNCO...	44.20		
	PN - PENALTY	001-0000-117-1010 - ALLOW FOR UNCO...	13.76		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	0.90		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	0.90		
10-08112-11	SANDY TOBIAS	1001 INDIAN OAKS W		352.63	35
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	17.00		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	3.46		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	69.03		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	263.14		

10-08194-01	FRANCIS MOBLEY	1013 INDIAN OAKS W		576.97	
DISBURSEMENT --	Write Off From: CARF - COLLECTIONS REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	161.07		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	39.60		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	340.15		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	36.15		
10-08210-01	JUDY(VACANT) SURPRISE	1016 INDIAN OAKS W		111.99	11
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	38.03		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	9.36		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	64.60		
10-08218-01	STEVEN D(VACANT) CORREIA	707 CAROLINE AVE		239.44	23
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	34.06		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	195.60		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	9.78		
10-08218-02	FEDERAL NATL MTG ASSOC(VACANT)	707 CAROLINE AVE		3.78	
DISBURSEMENT --	Write Off From: PN - PENALTY	To: 001-0000-117-1010 - ALLOW FOR UNCO...	0.18		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	1.80		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	1.80		
10-08218-03	MURILLO(VACANT) HERNANDEZ	707 CAROLINE AVE		4.83	
DISBURSEMENT --	Write Off From: 3R - RENEW AND REPLACE SEWER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	2.30		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	2.30		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	0.23		
10-08286-21	TREEVIEW VILLAS (VACANT)	825 CATHERINE AVE		5.25	
DISBURSEMENT --	Write Off From: 1R - RENEW AND REPLACE WATER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	2.50		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	0.25		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	2.50		
10-08428-04	KIMBERLY ANN DIBBLE	824 LAKEWOOD DR		12.79	1
DISBURSEMENT --	Write Off From: CC - DELINQUENT ACCOUNT FEE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	12.79		
10-08438-12	DUANE HAMILTON	828 LAKEWOOD DR #B		31.99	3
DISBURSEMENT --	Write Off From: 47 - REFUSE BULK	To: 001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	8.98		
10-08496-14	CARLOS SNOW	640 8TH ST #129		27.50	2
DISBURSEMENT --	Write Off From: CC - DELINQUENT ACCOUNT FEE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	25.00		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	2.50		
10-08514-10	NINA-SYMONE S HALL	640 8TH ST #131		245.42	24
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	3.97		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	5.60		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	235.85		
10-08558-03	MITRA WINSTON RAMPERSAD	602 3RD ST #A		7,271.84	7,27
DISBURSEMENT --	Write Off From: CARF - COLLECTIONS REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	550.24		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	37.38		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	6592.42		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	91.80		
10-08558-04	THE DOUBLE BUBBLE COIN LAUNDRY	602 3RD ST #A		375.84	37
DISBURSEMENT --	Write Off From: CARF - COLLECTIONS REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	103.17		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	2.38		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	9.00		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	261.29		
10-08564-01	KIM SEAMANS	606 3RD ST		15.07	1
DISBURSEMENT --	Write Off From: 47 - REFUSE BULK	To: 001-0000-117-1010 - ALLOW FOR UNCO...	15.07		
10-08564-02	KIM M SEAMANS(VACANT)	606 3RD ST		13.02	1
DISBURSEMENT --	Write Off From: 3R - RENEW AND REPLACE SEWER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	5.90		
	PN - PENALTY	001-0000-117-1010 - ALLOW FOR UNCO...	0.63		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	0.59		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	5.90		
10-08564-03	BRIAN FILASKY	606 3RD ST		5.46	
DISBURSEMENT --	Write Off From: 3R - RENEW AND REPLACE SEWER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	3.40		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	0.04		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	2.02		

Attachment: Collection Register UB Accounts Write Off (4629 : Uncollectible Utility Account Adjustments FY2024)

10-08586-07	SCOTT DONALD GUTHRIE	660 8TH ST #212		53.77	
DISBURSEMENT --	Write Off From: 1R - RENEW AND REPLACE WATER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	0.50		
	PN - PENALTY	001-0000-117-1010 - ALLOW FOR UNCO...	5.02		
	07 - WATER	001-0000-117-1010 - ALLOW FOR UNCO...	8.55		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	14.01		
	CC - DELINQUENT ACCOUNT FEE	001-0000-117-1010 - ALLOW FOR UNCO...	25.00		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	0.50		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	0.19		
10-08590-10	IDA MAE WIGGINS	660 8TH ST #113		15.06	1
DISBURSEMENT --	Write Off From: TX - TX	To: 001-0000-117-1010 - ALLOW FOR UNCO...	0.45		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	1.20		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	4.80		
	07 - WATER	001-0000-117-1010 - ALLOW FOR UNCO...	3.35		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	1.20		
	PN - PENALTY	001-0000-117-1010 - ALLOW FOR UNCO...	4.06		
10-08612-15	RITA SHOULDERS	660 8TH ST #116		60.95	6
DISBURSEMENT --	Write Off From: TX - TX	To: 001-0000-117-1010 - ALLOW FOR UNCO...	0.27		
	07 - WATER	001-0000-117-1010 - ALLOW FOR UNCO...	1.95		
	PN - PENALTY	001-0000-117-1010 - ALLOW FOR UNCO...	16.64		
	CC - DELINQUENT ACCOUNT FEE	001-0000-117-1010 - ALLOW FOR UNCO...	25.00		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	0.70		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	15.69		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	0.70		
10-08760-07	SCOTT A LUESING	299 GIBBONS AVE		162.93	16
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	6.20		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	1.57		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	109.14		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
10-08780-00	SAM POTTER	444 CENTER Ave		82.69	8
DISBURSEMENT --	Write Off From: CARF - COLLECTIONS REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	27.92		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	3.77		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	50.86		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	0.14		
10-08954-06	LASHAWNDRA BURKE	293 DAMRON AVE		168.69	16
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	38.08		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	90.49		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	3.00		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	37.12		
10-08970-00	CHARLES BRECKER JR	297 DAMRON AVE		94.64	9
DISBURSEMENT --	Write Off From: 07 - WATER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	14.79		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	5.30		
	47 - REFUSE BULK	001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	2.01		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	21.22		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	5.30		
10-09004-07	NATHANIEL L ANDERSON	293 TRACY AVE		177.67	17
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	4.40		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	112.08		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	38.18		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
10-09114-01	JOYCE S WESTON	303 CAVANAH DR #B		109.17	10
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	0.95		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	57.20		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	5.00		
10-09122-10	STEPHANIE L GIERALTOWSKI	305 CAVANAH DR #A		22.18	2
DISBURSEMENT --	Write Off From: 47 - REFUSE BULK	To: 001-0000-117-1010 - ALLOW FOR UNCO...	22.18		
10-09168-17	HOSETTA COLEMAN	319 CAVANAH DR #C		6.38	
DISBURSEMENT --	Write Off From: 47 - REFUSE BULK	To: 001-0000-117-1010 - ALLOW FOR UNCO...	6.38		

Attachment: Collection Register UB Accounts Write Off (4629 : Uncollectible Utility Account Adjustments FY2024)

10-09270-00	EUGENE BOSI	327 DIXIE DR		200.45	
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	35.92		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	108.93		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	9.00		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	46.60		
10-09324-22	ROBYN SHANNON	669 8TH ST #B		238.15	23
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	3.80		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	5.33		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	183.00		
10-09340-02	CHRISTINA(VACANT) SPEICHER	672 8TH ST		5.04	
DISBURSEMENT --	Write Off From: 3R - RENEW AND REPLACE SEWER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	2.40		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	2.40		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	0.24		
10-09340-03	CHRISTINA SPEICHER	672 8TH ST		1.10	
DISBURSEMENT --	Write Off From: CC - DELINQUENT ACCOUNT FEE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	1.10		
10-09398-16	THOMAS THOMPSON	950 8TH ST		1,221.07	1,22
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	37.44		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	1133.41		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	4.20		
10-09890-08	THOMAS A COOMBS	857 CATHERINE AVE		68.78	6
DISBURSEMENT --	Write Off From: 51 - SEWER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	42.11		
	01 - WATER INSIDE APT	001-0000-117-1010 - ALLOW FOR UNCO...	13.78		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	2.70		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	1.65		
	PN - PENALTY	001-0000-117-1010 - ALLOW FOR UNCO...	5.84		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	2.70		
10-09896-07	JILL SHAW	863 CATHERINE AVE		283.68	28
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	0.27		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	31.40		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	252.01		
10-09940-18	ALICIA SHARP	921 CATHERINE AVE		57.87	5
DISBURSEMENT --	Write Off From: TX - TX	To: 001-0000-117-1010 - ALLOW FOR UNCO...	0.19		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	3.50		
	CC - DELINQUENT ACCOUNT FEE	001-0000-117-1010 - ALLOW FOR UNCO...	25.00		
	PN - PENALTY	001-0000-117-1010 - ALLOW FOR UNCO...	3.96		
	07 - WATER	001-0000-117-1010 - ALLOW FOR UNCO...	9.77		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	1.44		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	14.01		
10-09950-22	DYLAN K LLOYD	927 CATHERINE AVE		139.40	13
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	139.40		
10-09992-22	TAYLOR VILOMAR	947 CATHERINE AVE		30.24	3
DISBURSEMENT --	Write Off From: 3R - RENEW AND REPLACE SEWER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	2.10		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	11.50		
	07 - WATER	001-0000-117-1010 - ALLOW FOR UNCO...	9.84		
	PN - PENALTY	001-0000-117-1010 - ALLOW FOR UNCO...	3.51		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	2.10		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	1.19		
10-10110-09	MMM INVESTMENTS CORP (VACANT)	1501 N NOVA RD		187.41	18
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	127.20		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	41.36		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	18.85		
10-10150-04	MEGA PAWN, INC	1575 N NOVA RD		93.13	9
DISBURSEMENT --	Write Off From: 57 - SEWER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	18.56		
	CC - DELINQUENT ACCOUNT FEE	001-0000-117-1010 - ALLOW FOR UNCO...	25.00		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	0.81		
	42 - REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	34.39		
	07 - WATER	001-0000-117-1010 - ALLOW FOR UNCO...	14.37		

Attachment: Collection Register UB Accounts Write Off (4629 : Uncollectible Utility Account Adjustments FY2024)

10-10364-06	DARRELL RICHARD WATSON	724 CENTER Ave		170.81	
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	36.33		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	84.26		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	4.20		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
10-11560-01	OLIVER (VACANT) DOUGLAS R	1020 CENTER Ave		4.62	
DISBURSEMENT --	Write Off From: 1R - RENEW AND REPLACE WATER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	2.20		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	0.22		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	2.20		
10-11562-17	HECTOR SANTOS	1024 CENTER Ave		456.67	45
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	362.53		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	19.00		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	6.11		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	69.03		
10-11750-12	HENRY LEE JONES	621 10TH ST		190.83	19
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	38.23		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	99.49		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	5.20		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	47.91		
10-11750-15	ELIJAH LANGLEY	621 10TH ST		188.71	18
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	3.80		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	139.96		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	2.60		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	42.35		
10-11770-11	HEATHER DAWN CROOKS	713 10TH ST		228.01	22
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	141.42		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	3.20		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	37.37		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
10-11770-12	TWIGZIE CAMERON	713 10TH ST		452.23	45
DISBURSEMENT --	Write Off From: CARF - COLLECTIONS REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	92.04		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	346.13		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	0.86		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	13.20		
10-12150-19	THELMA SANCHEZ TORRES	913 CATHERINE AVE #B		22.32	2
DISBURSEMENT --	Write Off From: 57 - SEWER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	22.32		
10-14118-11	GEORGE STREMBEL	1032 GRAND HICKORY CIR		10.29	1
DISBURSEMENT --	Write Off From: TX - TX	To: 001-0000-117-1010 - ALLOW FOR UNCO...	0.49		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	4.90		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	4.90		
10-14302-06	TIC HOLLY HILL, LLC (VACANT)	1027 N NOVA RD #106		6.93	
DISBURSEMENT --	Write Off From: 3R - RENEW AND REPLACE SEWER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	3.30		
	MC - MISC	001-0000-117-1010 - ALLOW FOR UNCO...	0.33		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	3.30		
10-14952-04	ANGELA ANN IVEY	760 ACIREMA DR		28.35	2
DISBURSEMENT --	Write Off From: 57 - SEWER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	5.34		
	47 - REFUSE BULK	001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
10-15526-04	HERTZ LOCAL EDITION MS # 2	1557 N NOVA RD		228.93	22
DISBURSEMENT --	Write Off From: 3R - RENEW AND REPLACE SEWER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	8.40		
	42 - REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	137.56		
	07 - WATER	001-0000-117-1010 - ALLOW FOR UNCO...	23.43		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	3.19		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	38.83		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	8.40		
	PN - PENALTY	001-0000-117-1010 - ALLOW FOR UNCO...	9.12		
10-15646-00	SHARP GENERAL CONTRACTORS	1115 N NOVA RD		990.52	99
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	990.52		
11-01004-07	BRIANA SAPSFORD	1509 GARDEN AVE		188.73	18
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	5.80		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	158.42		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	1.50		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	23.01		

Attachment: Collection Register UB Accounts Write Off (4629 : Uncollectible Utility Account Adjustments FY2024)

11-01028-21	MAYA I MCCLOUD	1565 GARDEN AVE		1,055.70	
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	24.80		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	92.04		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	935.29		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	3.57		
11-05848-07	DAWN M WATKINS	1219 CENTER Ave		25.57	2
DISBURSEMENT --	Write Off From: 57 - SEWER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	2.56		
	47 - REFUSE BULK	001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
11-08626-21	LINDSEY MOSBARGER	1151 BENDER AVE		174.68	17
DISBURSEMENT --	Write Off From: CARF - COLLECTIONS REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	116.67		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	35.00		
11-08934-16	ROBBIE LEE WILKERSON	1141 POWERS AVE		37.97	3
DISBURSEMENT --	Write Off From: 47 - REFUSE BULK	To: 001-0000-117-1010 - ALLOW FOR UNCO...	12.97		
	CC - DELINQUENT ACCOUNT FEE	001-0000-117-1010 - ALLOW FOR UNCO...	25.00		
11-09038-11	FANE DACOSTA (VACANT)	1330 POWERS AVE		712.67	71
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	110.74		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	514.80		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	87.13		
11-09576-21	SARAH WINTERS	1236 GRAHAM AVE		151.14	15
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	1.40		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	102.85		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	0.87		
11-09582-21	ALONZO BISHOPS-POWELL	1238 GRAHAM AVE		89.19	8
DISBURSEMENT --	Write Off From: PN - PENALTY	To: 001-0000-117-1010 - ALLOW FOR UNCO...	23.75		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	7.61		
	47 - REFUSE BULK	001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
	07 - WATER	001-0000-117-1010 - ALLOW FOR UNCO...	5.30		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	0.72		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	1.90		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	1.90		
	CC - DELINQUENT ACCOUNT FEE	001-0000-117-1010 - ALLOW FOR UNCO...	25.00		
11-09594-15	GEORGE CHASE	1250 GRAHAM AVE		71.33	7
DISBURSEMENT --	Write Off From: 57 - SEWER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	6.01		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	1.50		
	07 - WATER	001-0000-117-1010 - ALLOW FOR UNCO...	4.19		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	1.50		
	CC - DELINQUENT ACCOUNT FEE	001-0000-117-1010 - ALLOW FOR UNCO...	25.00		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	0.57		
	47 - REFUSE BULK	001-0000-117-1010 - ALLOW FOR UNCO...	32.56		
11-09710-04	WILLIAM GOMEZ AVILES	1221 JARECKI AVE		41.85	4
DISBURSEMENT --	Write Off From: 57 - SEWER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	9.18		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	0.43		
	07 - WATER	001-0000-117-1010 - ALLOW FOR UNCO...	8.13		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	1.10		
	47 - REFUSE BULK	001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
11-09736-04	CHARLES P PERDUE	1307 JARECKI AVE		118.25	11
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	97.35		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	20.90		
11-09748-02	ROBERT M WATERMAN	1312 JARECKI AVE		431.48	43
DISBURSEMENT --	Write Off From: CARF - COLLECTIONS REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	92.04		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	19.40		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	315.65		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	4.39		
11-10446-02	CRISTINA DE ALEMAN CANDELARIA	1519 TUSCALOOSA AVE		4.62	
DISBURSEMENT --	Write Off From: TX - TX	To: 001-0000-117-1010 - ALLOW FOR UNCO...	0.22		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	2.20		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	2.20		

Attachment: Collection Register UB Accounts Write Off (4629 : Uncollectible Utility Account Adjustments FY2024)

11-10466-02	EDMUND L WOOD	1556 TUSCALOOSA AVE		436.80	
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	290.74		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	23.80		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	7.21		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	115.05		
11-10582-03	BRITANY RAINES	1535 DECATUR AVE		422.59	42
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	0.27		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	332.47		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	13.40		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	76.45		
11-10614-05	TERRY BERKLEY	1607 DECATUR AVE		0.09	(
DISBURSEMENT --	Write Off From: 47 - REFUSE BULK	To: 001-0000-117-1010 - ALLOW FOR UNCO...	0.09		
11-10626-16	JOSEPH DAIGLE	1500 MOBILE AVE		405.72	40
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	3.44		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	345.66		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	10.60		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
11-10636-13	NATHANIEL JAMES WILDER	1512 MOBILE AVE		429.17	42
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	12.60		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	41.21		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	312.49		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	62.87		
11-12324-07	MORRELL RAMSEY	596 15TH ST		77.45	7
DISBURSEMENT --	Write Off From: PN - PENALTY	To: 001-0000-117-1010 - ALLOW FOR UNCO...	15.43		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	14.01		
	CC - DELINQUENT ACCOUNT FEE	001-0000-117-1010 - ALLOW FOR UNCO...	25.00		
	47 - REFUSE BULK	001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
12-03760-01	JANET H MARKS	1000 WALKER ST #361		141.16	14
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	94.63		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	10.20		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	36.33		
12-04178-02	JOHN E DUNHAM	1000 WALKER ST #391		9.51	9
DISBURSEMENT --	Write Off From: 07 - WATER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	3.57		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	0.70		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	0.70		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	0.43		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	4.11		
12-04556-02	MICHAEL P BINLEIN	1000 WALKER ST # 13		121.06	12
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	3.76		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	101.70		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	15.60		
12-04896-00	ETHEL SMITH	1000 WALKER ST # 83		160.74	16
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	9.00		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	35.92		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	115.82		
12-05246-05	JAMES P CASEY	1000 WALKER ST #136		60.53	6
DISBURSEMENT --	Write Off From: 07 - WATER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	18.41		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	6.60		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	6.60		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	2.50		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	26.42		
12-05294-00	CAROLYN TETHERLY	1000 WALKER ST #141		47.94	4
DISBURSEMENT --	Write Off From: TX - TX	To: 001-0000-117-1010 - ALLOW FOR UNCO...	0.95		
	MC - MISC	001-0000-117-1010 - ALLOW FOR UNCO...	25.00		
	07 - WATER	001-0000-117-1010 - ALLOW FOR UNCO...	6.98		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	2.50		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	2.50		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	10.01		
12-05466-02	KARLA HARRELL	1000 WALKER ST #171		445.34	44
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	378.04		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	24.20		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	43.10		

Attachment: Collection Register UB Accounts Write Off (4629 : Uncollectible Utility Account Adjustments FY2024)

12-05846-04	SUE P CURRIER	1000 WALKER ST #215		365.06	
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	8.53		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	343.13		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	13.40		
12-06074-00	CHARLES L FLETCHER	1000 WALKER ST #258		130.41	13
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	38.16		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	10.20		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	82.05		
12-06164-03	PATRICIA L LOWMAN	1000 WALKER ST #268		147.26	14
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	17.20		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	129.07		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	0.99		
12-06268-05	ORIOLA LUKAJ	1000 WALKER ST #288		62.70	6
DISBURSEMENT --	Write Off From: PN - PENALTY	To: 001-0000-117-1010 - ALLOW FOR UNCO...	9.22		
	RF - REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	53.48		
13-02148-18	NICHOLAS MARK FISHER	573 FLOMICH ST		322.80	32
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	25.40		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	0.27		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	297.13		
13-02154-18	TONYA BELL	577 FLOMICH ST		89.13	8
DISBURSEMENT --	Write Off From: TX - TX	To: 001-0000-117-1010 - ALLOW FOR UNCO...	0.96		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	1.40		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	40.93		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	1.40		
	07 - WATER	001-0000-117-1010 - ALLOW FOR UNCO...	8.17		
	CC - DELINQUENT ACCOUNT FEE	001-0000-117-1010 - ALLOW FOR UNCO...	25.00		
	PN - PENALTY	001-0000-117-1010 - ALLOW FOR UNCO...	11.27		
13-02156-14	MYNESHA HICKSON	991 FLOMICH ST		66.26	6
DISBURSEMENT --	Write Off From: 57 - SEWER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	16.55		
	PN - PENALTY	001-0000-117-1010 - ALLOW FOR UNCO...	26.70		
	47 - REFUSE BULK	001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
13-02206-16	DOMINIC BRADLEY	1576 MEGAN BAY CIR		250.71	25
DISBURSEMENT --	Write Off From: CARF - COLLECTIONS REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	35.00		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	192.70		
13-02222-08	ZULMA EATON	1596 MEGAN BAY CIR		699.36	69
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	618.72		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	69.03		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	1.81		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	9.80		
13-02262-04	ROSEMARIE (VCT) REYNOLDS	1597 REVERE LN		202.44	20
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	24.56		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	136.31		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	41.57		
13-02284-03	SHELIA ROBINSON	1589 REVERE LN		118.19	11
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	36.09		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	72.70		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	9.40		
13-02452-15	ANTHONY J GOFF JR	1556 HANCOCK LN		113.83	11
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	78.83		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	35.00		
13-02452-17	MIKAELA STROPE	1556 HANCOCK LN		32.11	3
DISBURSEMENT --	Write Off From: 3R - RENEW AND REPLACE SEWER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	3.50		
	07 - WATER	001-0000-117-1010 - ALLOW FOR UNCO...	9.77		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	1.33		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	14.01		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	3.50		
13-02514-01	DOLLIE VIOLA JOHNSON (VACANT)	981 FLOMICH ST		6.09	
DISBURSEMENT --	Write Off From: TX - TX	To: 001-0000-117-1010 - ALLOW FOR UNCO...	0.29		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	2.90		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	2.90		

Attachment: Collection Register UB Accounts Write Off (4629 : Uncollectible Utility Account Adjustments FY2024)

13-02654-15	JAZMYNE M ORDWAY	1109 FLOMICH ST #B		340.04	
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	8.80		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	281.68		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	3.54		
13-02674-08	EDGAR LISANDRO FORERO	1504 HERITAGE LN		55.04	5
DISBURSEMENT --	Write Off From: CC - DELINQUENT ACCOUNT FEE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	28.31		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	2.10		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	2.10		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	1.19		
	07 - WATER	001-0000-117-1010 - ALLOW FOR UNCO...	9.84		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	11.50		
13-02720-15	JOSE CARRASCO	1515 HERITAGE LN		206.92	20
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	193.62		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	11.40		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	1.90		
13-03056-03	CHRISTINE LYNN BRACHELLI	1591 BIRMINGHAM AVE		1,590.09	1,59
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	0.34		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	138.06		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	1425.89		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	25.80		
13-03064-16	KENNEDI SPRINGSTUN	1642 SPRING GARDEN CT		282.12	28
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	2.70		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	267.82		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	11.60		
13-03092-19	ADA RODRIGUEZ	1650 SPRING GARDEN CT		357.44	35
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	38.14		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	3.80		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	315.50		
13-03130-17	IM757 LLC (VACANT)	1662 SPRING GARDEN CT		20.77	2
DISBURSEMENT --	Write Off From: TX - TX	To: 001-0000-117-1010 - ALLOW FOR UNCO...	0.90		
	PN - PENALTY	001-0000-117-1010 - ALLOW FOR UNCO...	1.87		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	9.00		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	9.00		
13-03392-14	NADINE SCHNEIDER BLAKE	1596 MONTGOMERY AVE		140.36	14
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	11.60		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	1.06		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	81.68		
13-03728-04	JOHN PADILLA	1607 SELMA AVE		349.51	34
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	257.34		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	37.35		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	8.80		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
13-04034-00	MICHELLE KROLL	1637 SELMA AVE		35.70	3
DISBURSEMENT --	Write Off From: 47 - REFUSE BULK	To: 001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	12.69		
13-04424-01	LAWN ENFORCEMENT AGENCY(VCT)	1590 SUNSET LN		191.52	19
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	9.12		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	182.40		
13-04698-19	JARVIS WARREN	1505 HAMMOCK DR #A		18.18	1
DISBURSEMENT --	Write Off From: 47 - REFUSE BULK	To: 001-0000-117-1010 - ALLOW FOR UNCO...	18.18		
13-04706-13	PHILLIP J BOROUGHS (VACANT)	1505 HAMMOCK DR #B		10.71	1
DISBURSEMENT --	Write Off From: 1R - RENEW AND REPLACE WATER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	5.10		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	5.10		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	0.51		
13-04876-16	MICHELLE PADDEN	1577 HAMMOCK DR #A		299.96	29
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	248.99		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	37.37		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	13.60		

Attachment: Collection Register UB Accounts Write Off (4629 : Uncollectible Utility Account Adjustments FY2024)

13-04890-13	RHONDA DAY	1579 HAMMOCK DR #A		319.62	
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	8.00		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	223.92		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	64.69		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
13-04890-14	NICOLE DOMINGUEZ	1579 HAMMOCK DR #A		84.05	8
DISBURSEMENT --	Write Off From: 3R - RENEW AND REPLACE SEWER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	2.60		
	47 - REFUSE BULK	001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	1.41		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	2.60		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	19.90		
	07 - WATER	001-0000-117-1010 - ALLOW FOR UNCO...	11.52		
13-04900-19	TRAVIS BRANDON CANNATA	1579 HAMMOCK DR #C		115.06	11
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	53.87		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	2.40		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	35.78		
13-05620-02	HOLLEY BENDER	642 LPGA BLVD #B		210.47	21
DISBURSEMENT --	Write Off From: CARF - COLLECTIONS REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	158.84		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	1.81		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	3.80		
13-05648-13	ELIZABETH DEYAMPERT	646 LPGA BLVD #B		130.92	13
DISBURSEMENT --	Write Off From: CARF - COLLECTIONS REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	107.91		
13-05856-10	RUSS NOYES ROOFING	1200 SYNERGY Wy		1,978.42	1,97
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	35.00		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	59.52		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	1883.90		
13-06636-03	WINSTON MADDOX	620 UNABELLE AVE		51.17	5
DISBURSEMENT --	Write Off From: 07 - WATER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	9.70		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	18.46		
	47 - REFUSE BULK	001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
13-07360-07	REBECCA JONES (VACANT)	1033 CALLE GRANDE ST		599.95	59
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	354.95		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	245.00		
13-10814-00	WALTER WOYCIECKI	1625 ANNISTON AVE		492.69	49
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	19.40		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	0.27		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	115.05		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	357.97		
13-10830-03	BRUCE W HIATT (VACANT)	1631 ANNISTON AVE		10.92	1
DISBURSEMENT --	Write Off From: 3R - RENEW AND REPLACE SEWER	To: 001-0000-117-1010 - ALLOW FOR UNCO...	5.20		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	5.20		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	0.52		
13-10898-02	ANTHONY J MIOTKE (VACANT)	902 NEW CASTLE CT		106.35	10
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	37.74		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	9.25		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	59.36		
13-10998-17	JONATHAN F SPICER	901 ROYAL OAK CT		349.22	34
DISBURSEMENT --	Write Off From: CAWS - COLLECTIONS WATER/SEW	To: 001-0000-117-1010 - ALLOW FOR UNCO...	291.20		
	CARF - COLLECTIONS REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	46.02		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	6.80		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	5.20		
13-11016-05	JESSICA BUCHANAN	911 ROYAL OAK CT		4.09	
DISBURSEMENT --	Write Off From: CC - DELINQUENT ACCOUNT FEE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	4.09		

Attachment: Collection Register UB Accounts Write Off (4629 : Uncollectible Utility Account Adjustments FY2024)

13-14562-12	DA-SHARI LANIER	940 15TH ST #203		73.35	
DISBURSEMENT --	Write Off From: PN - PENALTY	To: 001-0000-117-1010 - ALLOW FOR UNCO...	13.34		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	6.40		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	1.29		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	6.40		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	28.06		
	07 - WATER	001-0000-117-1010 - ALLOW FOR UNCO...	17.86		
13-14572-03	SHAWNTAY E GLENN	942 15TH ST #104		133.08	13
DISBURSEMENT --	Write Off From: TX - TX	To: 001-0000-117-1010 - ALLOW FOR UNCO...	1.72		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	4.10		
	PN - PENALTY	001-0000-117-1010 - ALLOW FOR UNCO...	19.60		
	CC - DELINQUENT ACCOUNT FEE	001-0000-117-1010 - ALLOW FOR UNCO...	4.99		
	07 - WATER	001-0000-117-1010 - ALLOW FOR UNCO...	45.84		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	52.73		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	4.10		
13-14572-05	GLADYS MARIE COOPER	942 15TH ST #104		189.11	18
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	2.88		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	5.00		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	181.23		
13-14576-06	JOCKLYN COTTON	942 15TH ST #202		179.33	17
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	11.60		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	1.06		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	166.67		
13-14594-07	QUANISHA GREEN	944 15TH ST #202		463.88	46
DISBURSEMENT --	Write Off From: CAFEE - COLLECTIONS FEES	To: 001-0000-117-1010 - ALLOW FOR UNCO...	12.31		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	447.17		
	CAR - COLLECTION R&R	001-0000-117-1010 - ALLOW FOR UNCO...	4.40		
13-14798-05	KAMIL LAVAR CURINTON	1577 MEGAN BAY CIR		63.11	6
DISBURSEMENT --	Write Off From: PN - PENALTY	To: 001-0000-117-1010 - ALLOW FOR UNCO...	12.12		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	27.98		
	47 - REFUSE BULK	001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
13-14914-01	JENNIFER GILL	1011 ALABAMA AVE		26.27	2
DISBURSEMENT --	Write Off From: 47 - REFUSE BULK	To: 001-0000-117-1010 - ALLOW FOR UNCO...	23.01		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	3.26		
13-14930-02	GUIDO(VACANT) SCANO	1025 ALABAMA AVE		122.29	12
DISBURSEMENT --	Write Off From: CAR - COLLECTION R&R	To: 001-0000-117-1010 - ALLOW FOR UNCO...	101.00		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	16.24		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	5.05		
13-15692-02	SCOTT WILLIS	1620 PRIMO CT		11.47	1
DISBURSEMENT --	Write Off From: 47 - REFUSE BULK	To: 001-0000-117-1010 - ALLOW FOR UNCO...	11.47		
13-15708-00	DR HORTON	1611 PRIMO CT		1,007.89	1,00
DISBURSEMENT --	Write Off From: PN - PENALTY	To: 001-0000-117-1010 - ALLOW FOR UNCO...	15.18		
	57 - SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	41.87		
	CAWS - COLLECTIONS WATER/SEW	001-0000-117-1010 - ALLOW FOR UNCO...	773.54		
	TX - TX	001-0000-117-1010 - ALLOW FOR UNCO...	0.28		
	CC - DELINQUENT ACCOUNT FEE	001-0000-117-1010 - ALLOW FOR UNCO...	25.00		
	47 - REFUSE BULK	001-0000-117-1010 - ALLOW FOR UNCO...	64.59		
	1R - RENEW AND REPLACE WATER	001-0000-117-1010 - ALLOW FOR UNCO...	0.70		
	07 - WATER	001-0000-117-1010 - ALLOW FOR UNCO...	21.99		
	3R - RENEW AND REPLACE SEWER	001-0000-117-1010 - ALLOW FOR UNCO...	0.70		
	CAFEE - COLLECTIONS FEES	001-0000-117-1010 - ALLOW FOR UNCO...	64.04		
14-13326-01	MEINEKE CAR CARE CENTER STORE	1178 S NOVA RD		68.78	6
DISBURSEMENT --	Write Off From: 41 - REFUSE	To: 001-0000-117-1010 - ALLOW FOR UNCO...	34.39		
	42 - REFUSE	001-0000-117-1010 - ALLOW FOR UNCO...	34.39		

** NOTE: The Current Acct. Balance does not include pending payments.

Totals: 77,86

Attachment: Collection Register UB Accounts Write Off (4629 : Uncollectible Utility Account Adjustments FY2024)

Exclude

Account #	Name	Site Address	Reason	Tot Amou
01-00156-06	WATERFRONT 301 LLC	261 RIVERSIDE DR	Account has Cash Deposit	71.9

01-12414-03	WATERFRONT 301 LLC	301 RIVERSIDE DR	Account has Cash Deposit	
01-12416-06	7 ELEVEN, INC/ REFUSE	100 DAYTONA AVE	Account has Cash Deposit	1,300.31
06-03138-06	MELANIE RIOS LOPEZ	159 FLOMICH ST	Account Balances outside Min/Max range	0.0
08-13968-05	ANTOJITOS LATINOS LOS DOS HERMAN	1834 RIDGEWOOD AVE	Account has Cash Deposit	264.8
08-13970-03	ANTOJITOS LATINOS LOS DOS HERMAN	1836 RIDGEWOOD AVE	Account has Cash Deposit	291.5
10-07572-06	JAMES K HOLLINGSWORTH	617 CEDAR AVE	Account has Cash Deposit	1,734.3
10-08114-04	FOUR STARS RESTORATION LLC	633 GLADIOLA AVE	Account has Cash Deposit	393.9
10-15891-00	VINEYARDS TOWNHOMES HOA INC	680 RIESLING Ct	Account has Cash Deposit	388.9
11-12116-00	METRA ELECTRONICS CORP	460 WALKER ST #B5	Account has Cash Deposit	29.7
12-04996-05	BERNICE VADNAIS	1000 WALKER ST #103	Account has Cash Deposit	4.3
13-03522-01	BLUELINE ROOFING	1707 MONTGOMERY AVE	Account has Cash Deposit	439.4
13-14814-02	WAL-MART #3862	1905 N NOVA RD	Account has Cash Deposit	1,696.1
14-07064-05	ANNALIS WALTERS	1427 OLD KINGS RD	Account has Cash Deposit	460.1
			Totals:	10,469.4

Write Off Summar

Move from Revenue Code	Move to Revenue Code or GL Account	Total Amount
45 - REFUSE MULTI FAMILY		319.68
RF - REFUSE		58.94
07 - WATER		585.21
3R - RENEW AND REPLACE SEWER		365.08
PN - PENALTY		465.31
CAWS - COLLECTIONS WATER/SEWER		49196.43
CAR - COLLECTION R&R		5546.01
CARF - COLLECTIONS REFUSE		12912.67
47 - REFUSE BULK		929.98
CAST - COLLECTIONS STORMWATER		84.00
CC - DELINQUENT ACCOUNT FEE		607.26
46 - REFUSE MOBILE HOME		23.01
41 - REFUSE		34.39
TX - TX		73.45
51 - SEWER		42.11
MC - MISC		43.60
57 - SEWER		984.05
CA - COLLECTIONS ADMIN FEE		245.00
1R - RENEW AND REPLACE WATER		374.75
42 - REFUSE		228.07
01 - WATER INSIDE APT		13.78
CAFEE - COLLECTIONS FEES		4735.50
	Total:	77868.28

General Ledger Distributio

GL Posting Date: 08/31/202

Fund	Account Number	Account Description		Total Amount	IFT
001 - GENERAL FUND					
	001-0000-104-1001	CLAIM ON OPERATING CASH		-72814.33	Y
	001-0000-115-1010	ACCOUNTS RECEIVABLE		-245.00	
	001-0000-115-1045	ACCOUNTS RECEIVABLE / WATER UTILI		-73.45	
	001-0000-117-1010	ALLOW FOR UNCOLL ACCTS		73132.78	
			Fund Total:	0.00	
400 - WATER & SEWER FUND					
	400-0000-104-1001	CLAIM ON OPERATING CASH		51937.75	Y
	400-0000-115-1010	ACCOUNTS RECEIVABLE		-2741.32	
	400-0000-117-1010	ALLOW FOR UNCOLL ACCTS		-49196.43	
			Fund Total:	0.00	

Attachment: Collection Register UB Accounts Write Off (4629 : Uncollectible Utility Account Adjustments FY2024)

407 - PROPRIETARY R&R FUND				
407-0000-104-1001	CLAIM ON OPERATING CASH		6285.84	Y
407-0000-115-1010	ACCOUNTS RECEIVABLE		-739.83	
407-0000-117-1010	ALLOW FOR UNCOLL ACCTS		-5546.01	
		Fund Total:	0.00	
460 - STORMWATER FUND				
460-0000-104-1001	CLAIM ON OPERATING CASH		84.00	Y
460-0000-117-1010	ALLOW FOR UNCOLL ACCTS		-84.00	
		Fund Total:	0.00	
495 - SOLID WASTE ENTERPRISE				
495-0000-104-1001	CLAIM ON OPERATING CASH		14506.74	Y
495-0000-115-1010	ACCOUNTS RECEIVABLE		-1594.07	
495-0000-117-1010	ALLOW FOR UNCOLL ACCTS		-12912.67	
		Fund Total:	0.00	
		Distribution Total:	0.00	

Attachment: Collection Register UB Accounts Write Off (4629 : Uncollectible Utility Account Adjustments FY2024)